



City of Helena

CITY OF HELENA
City Commission Meeting
January 27, 2025 - 6:00 PM

City - County Building Room 330 / Zoom Online Meeting; <https://zoom.helenamt.gov/j/36053471/publicmeetings>

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Minutes**
 - A. 1-13-25 Commission Meeting
4. **Consent Agenda**
 - A. Adoption of the 2025 Official Zoning Map for the City of Helena
5. **Bid Award**
 - A. Transportation Systems - SLIPA Grant - ADA Ramp Improvements
 - B. Transportation Systems - Bid Award for FY2025 Sidewalk Improvement Program
6. **Communication/Proposals from Commissioners**
7. **Report of the City Attorney**
8. **Report of the City Manager**
9. **Communications from the Helena Citizens Council**
10. **Regular Items**
 - A. Consider acceptance of a Growing Friends Grant for the Law and Justice Center Xeriscape Garden
 - B. Consider 1208 Le Grande Sidewalk Variance Appeal
 - C. Consider a Resolution distributing Downtown Urban Renewal District Tax Increment Financing funds to Stockman Financial Corporation for costs associated with demolition activities at 1020 North Last Chance Gulch.
 - D. Consider a Resolution Conditionally Granting Twin Creek 9 Housing Associates LLLP a waiver of \$25,741.68 in permit fees and Twin Creek 4 Housing Associates LLLP a waiver of \$21,097.19 in permit fees for the Twin Creek Apartments located at 300 and 310 Dorothy Street.
11. **Public Communications**
12. **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.

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

Phone: (406) 447- 8490

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

Email: citycommunitydevelopment@helenamt.gov

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



City of Helena
City Commission Meeting
January 13, 2025 – 6:00 PM
Zoom Hub Link; <https://lccountymt.zoom.us/j/8123456789>
City County Building Commission Chambers, Room 330

Time & Place

A regular City Commission meeting was held on Monday, January 13, 2025 at 6:00 p.m. via Zoom Hub Link: <https://lccountymt.zoom.us/j/8123456789> and physically in the City County Building Commission Chambers, Room 330.

(00:04:55) Mayor Collins presented the State of the City Address.

Call to Order and Roll Call

(00:43:55) The following responded present, either via zoom or in person:

In Person

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

Via Zoom

None

Pledge of Allegiance

(00:44:33) Mayor Collins asked attendees to please stand and join in the Pledge of Allegiance.

Minutes

- A. 12-18-24 Admin Meeting
- B. 12-23-24 Commission Meeting

(00:44:55) **There being no comments or questions from the Commission, Mayor Collins accepted Minutes A and B.**

Board Appointments

A. Board Appointments: Urban Renewal District TIF Board, Helena Public Art Committee

(00:45:23) Mayor Collins presented Item A.

(00:46:26) **Commissioner Logan made a motion to approve 2025 Commission Board Appointments. Commissioner Dean seconded the motion.**

(00:47:19) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

B. 2025 Commission Board Appointments

(00:47:35) Mayor Collins presented Item B

(00:48:25) **Commissioner Shirliff made a motion to approve Board Appointments. Commissioner Reed seconded the motion.**

(00:49:07) 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.

Consent Agenda

A. Claims

B. Variances from City Codes 6-3-4(A)(1) and 6-2-6(A)(1) extension of sewer main and water main through the frontage of the property. Variances from City Codes 12-4-7(A) & (B) requirement to serve each lot with water and wastewater service

(00:49:34) Finance Director Danielson presented Item A.



(00:51:12) Commissioner Reed made a motion to approve Consent Agenda Item A. Commissioner Logan seconded the motion.

(00:51:26) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

(00:52:03) Public Works Director Leland presented Item B.

(00:53:21) Commissioner Dean made a motion to approve Consent Agenda Item B. Commissioner Logan seconded the motion.

(00:53:35) 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

(00:53:53) Commissioner Reed thanked Staff for their efforts in creating online pet license capabilities.

Report of the City Attorney

(00:54:28) City Attorney Dockter had nothing to report.

Report of the City Manager

(00:54:35) City Manager Burton introduced Grants Administrator Opitz and Transportation Systems Director Knoepke to discuss recent grants awarded to the City.

(01:00:16) Commissioner Dean thanked Staff for their efforts.



(01:02:18) Commissioner Shirliff thanked Staff for their efforts.

(01:03:05) Commissioner Reed thanked Staff for their efforts.

Communications from the Helena Citizens Council

(01:03:43) HCC Representative Nancy Perry discussed recent and upcoming meeting agenda items.

Regular Items

A. Consider first passage of an ordinance amending City of Helena ordinance no. 3097 and the official zoning map for the City of Helena for property located in The Peaks Phase 1 of the Crossroads at Mountain View Meadows Subdivision, in the City of Helena, Lewis and Clark County, Montana

(01:05:40) Planner Alvarez presented Item A.

(01:14:51) Greg Wirth of Stahly Engineering provided public comment, thanking Staff.

(01:15:36) **Commissioner Shirliff made a motion to approve an ordinance amending City of Helena ordinance no. 3097 and the official zoning map for the City of Helena that: Changes the zoning district from R-2 (residential) to R-U (residential-urban) for the property legally described as Lots 6 and 18-25 in Block 26; Lots 1-3, 4A, 5A, 6-9 in Block 48; Lots 1-9 in Block 49; Lots 1 & 2 in Block 50; Lots 1-17 in Block 51; Lots 1-4 in Block 54; Lots 1-7 in Block 55; Changes the zoning district from R-2 (residential) to R-4 (residential-office) for the property legally described as Lots 1-2 in Block 53 Changes the zoning district from B-2 (commercial) to R-U (residential-urban) for the property legally described as Lots 16-26 in Block 28; And changes the zoning district from B-2 (commercial) and R-2 (residential) to R-4 (residential-office) for the property legally described as Lots 1-2 in Block 52; of The Peaks Phase 1 of the Crossroads at Mountain View Meadows Subdivision, in the City of Helena, Lewis and Clark County, Montana. Commissioner Reed seconded the motion.**

(01:17:04) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**



Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

B. 2025 Legislative Resolutions of the Montana League of Cities and Towns

(01:17:26) Grants Administrator Opitz presented Item B.

(01:18:45) Commissioner Dean discussed the Montana League of Cities and Towns.

(01:19:44) **Commissioner Dean made a motion to approve adoption of the Montana League of Cities and Towns 2025 resolutions, to support these positions and stand with the League during the 2025 Legislative Session. Commissioner Reed seconded the motion.**

(01:20:03) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

Public Hearings

A. Consider a Resolution relating to \$1,350,530.00 Solid Waste Revenue Bond, Series 2025; Authorizing the issuance, awarding the sale, and fixing the terms and conditions thereof and creating special funds and accounts and pledging certain revenues as security therefor

(01:20:50) Director Danielson presented Item A.

(01:23:13) **Commissioner Reed made a motion to approve a Resolution relating to \$1,350,530.00 Solid Waste Revenue Bond, Series 2025; Authorizing the issuance, awarding the sale, and fixing the terms and conditions thereof and creating special funds and accounts and pledging certain revenues as security therefor. Commissioner Dean seconded the motion.**

(01:23:39) Mayor Collins called for a vote.



Commissioner Shirliff voted: **Aye**
Commissioner Logan voted: **Aye**
Commissioner Reed voted: **Aye**
Commissioner Dean voted: **Aye**
Mayor Collins voted: **Aye**

The motion carried 5:0.

B. Consider a resolution granting a conditional use permit to allow a Contractor Yard use in a B-2 zoning district in the City of Helena, Montana

(01:24:06) Planner Holland presented Item B.

(01:31:15) **Commissioner Dean made a motion to approve a resolution granting a Conditional Use Permit to allow a Contractor Yard use in a B-2 Zoning District for property legally described as: Lots 9, 10, 11 and 12 in Block 22 of the Grand Avenue Addition to the City of Helena, Lewis and Clark County, Montana, as shown on the Certificate of Survey filed under Doc. No. 3004235. Commissioner Logan seconded the motion.**

(01:31:46) 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

(01:32:00) There were no further comments or questions from the Commission and/or public.

Adjournment

(01:32:10) There being no further business before the Commission, the meeting adjourned at 07:33pm.



City of Helena

MAYOR

ATTEST:

CLERK OF THE CITY COMMISSION

City of Helena, Montana

12/27/2024

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Travis Goodrich, Planner I
Christopher Brink, Community Development Director

Subject: Adoption of the 2025 Official Zoning Map for the City of Helena

Present Situation: Helena City Code Title 11-1-3 (B) of the City of Helena requires a new zoning map be updated periodically to include changes and amendments approved by City Commission action. The last official zoning map update was approved on May 8th, 2023.

Background Information: To provide an updated map reflecting the zone changes and properties annexed into the City by the City Commission.

Proposal/Objective: To provide an updated map reflecting the zone changes and properties annexed into the City by the City Commission.

Advantage: The revised map will provide information and guidance to the City Commission, City staff and the general public of all zoning action taken by the City in the past year. Those accessing the map will have the most accurate information available.

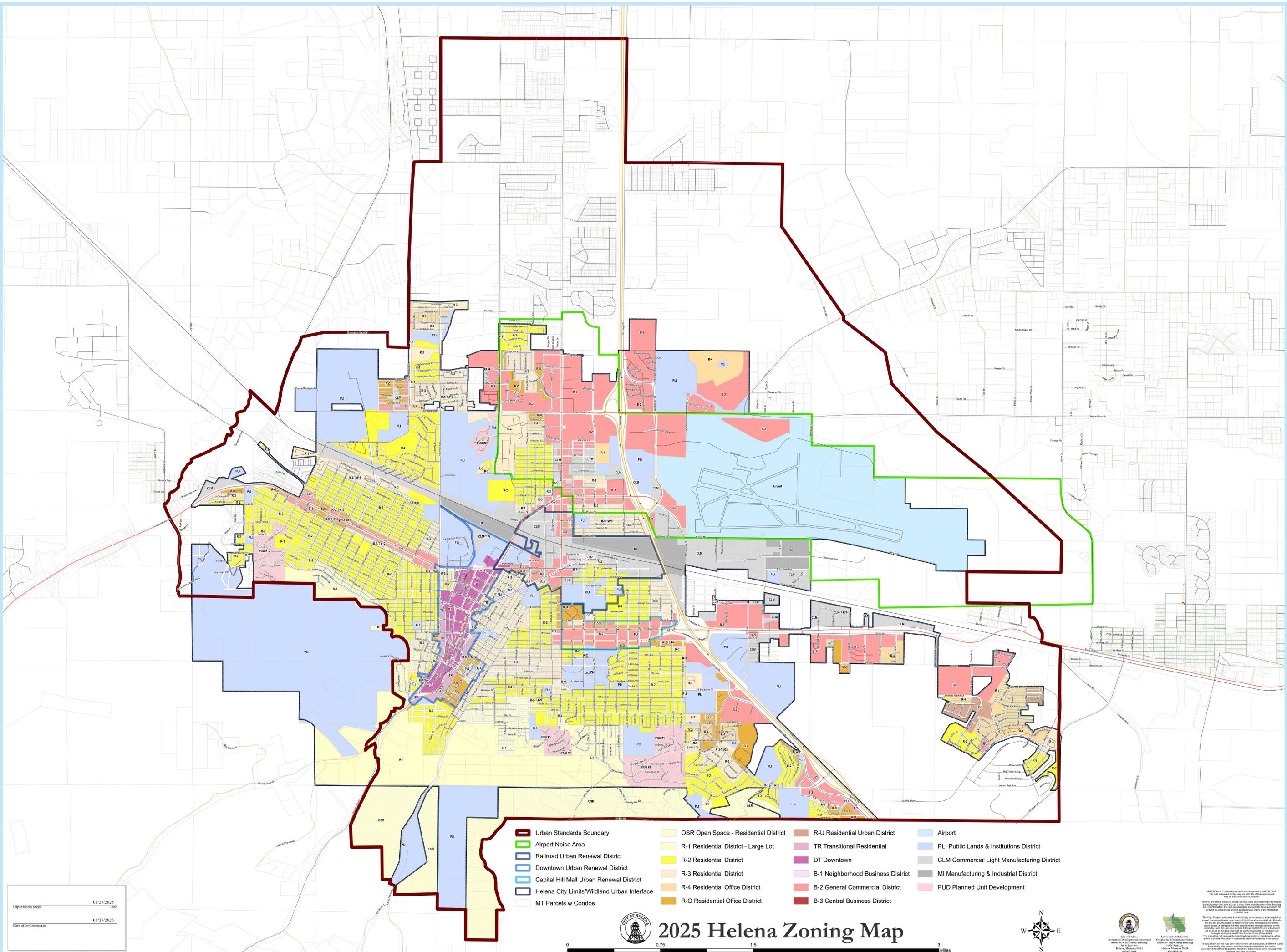
Notable Energy Impact: There is no notable energy impact component to this proposal.

Disadvantage: Failure to adopt the new map would result in outdated information being represented in accordance with Section 11-1-3 (B).

Quasi-Judicial Item: True

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to approve the adoption of the Official Zoning Map for the City of Helena.



City of Helena Mayor
01/27/2025
Date

Clerk of the Commissioners
01/27/2025

- Urban Standards Boundary
 - Airport Noise Area
 - Railroad Urban Renewal District
 - Downtown Urban Renewal District
 - Capital Hill Mall Urban Renewal District
 - Helena City Limits/Wildland Urban Interface
 - MT Parcels w/ Condos
- OSR Open Space - Residential District
 - R-1 Residential District - Large Lot
 - R-2 Residential District
 - R-3 Residential District
 - R-4 Residential Office District
 - R-O Residential Office District
- R-U Residential Urban District
 - TR Transitional Residential
 - DT Downtown
 - B-1 Neighborhood Business District
 - B-2 General Commercial District
 - B-3 Central Business District
- Airport
 - PLI Public Lands & Institutions District
 - CLM Commercial Light Manufacturing District
 - MI Manufacturing & Industrial District
 - PUD Planned Unit Development



2025 Helena Zoning Map



IMPORTANT! These data are NOT the official record. **IMPORTANT!**
This data contained on this map are NOT the official records and
may be inaccurate and incomplete.
Original and official copies of maps, surveys, plans and ownership information
are available at the Helena City Clerk's Office and the County Clerk's Office. It is the
user's responsibility to verify the accuracy and the completeness of any of the information
provided here.
The City of Helena and Lewis & Clark County do not warrant, either explicitly
or implied, the completeness or accuracy of the information provided, and
the user and county accept no liability of any kind, including but not limited
to, damages or charges that may result from the use of information on this
map. The user assumes all responsibility for any and all consequences of any
use or misuse of the data, and will be solely responsible for repair or any
other damages or charges that may result from the use of any of the data.
This map does not represent any form of endorsement, approval, or
public or private law, and does not constitute a contract with the County.
For a complete list of zoning districts and their descriptions, please refer to the
amended zoning code. The user assumes all responsibility for the official
accuracy of the official zoning code. Therefore, please refer to the amended
zoning code for any and all zoning information.

City of Helena, Montana

27 January 2025

To: Honorable Mayor and City Commissioners

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

Subject: Transportation Systems - Bid Award for SLIPA Grant - ADA Ramp Improvements

Present Situation: The Transportation Systems Department (TSD) has applied for and received a State-Local Infrastructure Partnership Act (SLIPA) Grant to install ADA curb ramps around and between Broadwater Elementary and CR Anderson Middle schools.

A Request for Proposals (RFP) was published in the Helena Independent Record and on the City's website in December 2024. The City received one proposal in response to the request from All Around Construction.

The TSD plans to install as many ramps as possible with the funding available. The project will begin immediately adjacent to the schools and then work along the corridors between the schools.

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

During a Walk Audit around Broadwater School, the City, in conjunction with the County Health Department was informed that some students who attend C.R. Anderson middle school walk to Broadwater elementary school to pick up younger siblings before walking home together. Many existing sidewalk corners along this corridor, while functional, do not meet current ADA guidance and create a physical barrier for access as well as a corresponding safety risk, particularly for those utilizing any type of mobility and accessibility enhancing equipment (wheelchairs, scooters, canes, walkers, etc.).

Proposal/Objective: City staff recommends awarding the SLIPA Grant - ADA Ramp Improvement project contract to All Around Construction for the not to exceed amount of \$307,775.

Advantage: Accepting the proposal will allow more ADA ramps to be constructed between C.R. Anderson Middle school and Broadwater Elementary school.

Notable Energy Impact: N/A

Disadvantage: No disadvantages for the award are expected.

Notice of Public Hearing: False

Staff Recommendation/ Recommended Motion: *Move to award the SLIPA Grant - ADA Ramp Improvement Project contract to the contractor, All Around Construction for the not to exceed amount of \$307,775.*

ADA Ramp Project - Vicinity Map



All Around Construction Itemized Unit Cost Prices



**TSD-25-34 ADA Ramp Program
PROPOSAL PRICE SHEET**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1	Single ADA Curb Ramp & Landing (Removal & Replacement)	EA	Any Quantity	\$ 8,500.00
2	Double ADA Curb Ramp & Landing (Removal & Replacement)	EA	Any Quantity	\$ 14,500.00
3	4" Concrete Sidewalk (Removal & Replacement)	SF	Any Quantity	\$ 18.00
4	Concrete Curb & Gutter (Removal & Replacement)	LF	Any Quantity	\$ 60.00
5	4" Asphalt Removal & Replacement (3/8" mix, PG 58-28)	SF	Any Quantity	\$ 28.00
6	4" Pedestrian Curb	LF	Any Quantity	\$ 28.00
7	6" Concrete Driveway (Driveway Sidewalk & Aprons)	SF	Any Quantity	\$ 18.00
8	6" Concrete Valley Gutter (6' Typ.)	SF	Any Quantity	\$ 18.00
9	Move Drain inlet	EA	Any Quantity	\$ 900.00
10	3/4" Clean Aggregate (6" typ.)	SF	Any Quantity	\$ 7.00
11	3/4" Crushed Base Course (6" typ.)	SF	Any Quantity	\$ 7.00
12	Reset Existing Sign and Post	EA	Any Quantity	\$ 200.00

PROJECT BUDGET

(Please modify the budget line items to best reflect specific project needs)

ADMINISTRATION	Source: SLIPA	Source: Local Cash Match	Source:	TOTAL
Project bid, mgmt & inspection	\$7,500	\$1,875		\$9,375
				\$0
				\$0
				\$0
				\$0
TOTAL ADMINISTRATION	\$7,500	\$1,875	\$0	\$9,375
CONSTRUCTION RELATED ACTIVITIES				
Ramp construction	\$185,275	\$113,125		\$298,400
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ACTIVITY	\$185,275	\$113,125	\$0	\$298,400
TOTAL PROJECT BUDGET	\$192,775	\$115,000	\$0	\$307,775

David Knoepke

From: Amato, Ashly <AAmato@mt.gov>
Sent: Wednesday, January 8, 2025 12:08 PM
To: David Knoepke
Cc: Amanda Opitz; Anseth, Becky; ODonnell, Lynda
Subject: RE: House Bill 355 / SLIPA awarded projects

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

Greetings

We are happy to inform you the extension request for compliance with Section 7, (2) and (3) for the awarded project in HB355 (SLIPA) has been approved. Please note this is a limited time extension. We will continue to be in contact and support you in gaining compliance with Section 7 requirements.

At your soonest convenience, please send copy of the contract with a contractor to complete the construction activities on your project. Please stay in contact with us as you proceed with the project. Let us know if we can help out in any way.

Ashly Amato

Infrastructure Program Specialist

Montana Department of Commerce

T: 406-841-2910
commerce.mt.gov

From: David Knoepke <DKNOEPKE@helenamt.gov>
Sent: Friday, December 13, 2024 2:01 PM
To: Amato, Ashly <AAmato@mt.gov>
Cc: aopitz@helenamt.gov
Subject: [EXTERNAL] RE: House Bill 355 / SLIPA awarded projects

Hi Ashly,

I'm reaching out to follow up on our phone conversation yesterday. Since the City received the executed document on Oct. 31, we have worked to prioritize completion of the bid documentation, however due to the lead time with the local newspaper for bid notice, the time frame required for opening the bid, and selecting/securing the contract, plus the added complexity of trying to get contractors to respond to bids during holidays, the City of Helena is requesting an extension on the Dec. 31 deadline. Construction of the ADA ramps will not commence until next spring due to the winter weather shutdown, and therefore we are asking to move the date by which we need to have the project under contract to mid-February. This will allow for a more competitive bid and should not impact the overall completion timeline for the project.

We appreciate your consideration of this request.



David Knoepke, P.E.

Transportation Systems Director, City of Helena
(406) 457-8571 | (406) 422-3945 | dknoepke@helenamt.gov
helenamt.gov [helenamt.gov]
3001 E Lyndale Avenue, Helena, MT 59601

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From: Amato, Ashly <AAmato@mt.gov>

Sent: Wednesday, December 11, 2024 1:41 PM

To: abyers@sunburstmt.com; John Adams <AdamsJ@ci.missoula.mt.us>; adeitchler@greatwesteng.com; Amy Fox <afox@cityofhamilton.net>; Amanda Kelly <ahjkelly@gmail.com>; askglenhow@gmail.com; jane swansonwebb <bestwebb10@gmail.com>; Brad Koon <bkoon@tripletreemt.com>; bsimonsen@midrivers.com; Ceanef@glendivemt.gov; Frank Ceane <ceanef@glendivemt.gov>; Carl Hamming <chamming@adlc.us>; cityclerk@laurel.mt.gov; cityclerk@milescity-mt.org; Ed Meece <citymanager@cityofpolson.com>; citymanager@livingstonmontana.org; cityofmalta@yahoo.com; cityofpoplar@gmail.com; Kirstin Sweet <clerk@bridger-mt.com>; Jon Senner <clerk@richeynt.com>; clerk@townofhotsprings.com; Craig Nowak <cnowak@m-m.net>; cofbmayor@gmail.com; ctyharlo <ctyharlo@itstriangle.com>; Craig Workman <cworkman@cityofwhitefish.org>; Dale@nelsonarchitects.com; Darby Montana <darbymontana@usa.net>; dcolombik@milescity-mt.org; Director@townofcolumbus.com; David Knoepke <DKNOEPKE@helenamt.gov>; Donny Ramer <dpw@cityofhamilton.net>; 'Ward Davis' <dpwtroy@troynt.net>; Skrukud, Dori <dskrukrud@bsb.mt.gov>; Kevin Dukart <dukartk@bakermontana.us>; Dwalker@townofwestyellowstone.com; Ed Coleman <ECOLEMAN@helenamt.gov>; ekalaka@midrivers.com; erico@ennismontana.org; fairviewshop@midrivers.com; fire@townofplains.com; Forsyth City Clerk <forsythcityclerk@rangeweb.net>; Froid City Clerk <froidclerk@yahoo.com>; Town of Geraldine <gertown1914@gmail.com>; Town of Grass Range <grassrange@midrivers.com>; harlemclerk@mtintough.net; harrist@billingsmt.gov; Harris, Travis <HarrisT@billingsmt.gov>; Sandi Peterson <HinghamMT@outlook.com>; Holly Phelps <hphelps@ci.lewistown.mt.us>; j.banham@plainsmt.gov; Jade Goroski <jade@shelbymt.com>; clerk@townofcolumbus.com

Cc: Anseth, Becky <BAseth@mt.gov>; ODonnell, Lynda <Lynda.ODonnell@mt.gov>

Subject: House Bill 355 / SLIPA awarded projects

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

Greetings City's and Towns,

Your city/town has applied for SLIPA/HB 355 funds with the Department of Commerce. We are sending this messaging as a reminder of compliance with HB355 and program rules or next steps. Projects are at different stages of applying, awarded, in startup processes, contracted or contracts routing with Commerce, completed

etc. Please read the below, **noting that every bullet may not apply to your project** status. If you are not already in contract, we are likely missing something from the start up requirements list. Please review the startup requirements list and send any documents that you have not already sent.

- Many of you have received communications about completion of start up requirements including - confirming the scope of work has not changed, updated budgets and implementation schedules, a management plan, a copy of your environmental review form, and compliance MCA 2-7-503 (auditing and annual financial reports) for Local Government Services(LGS). If you have an executed contract for HB 355 you have met start up conditions.
 - Non Compliance with Local Government Services: If you received messaging about non compliance with LGS, but now have achieved compliance, please send us any communication from LGS stating that you are now in compliance so we can proceed with your Commerce contract. If you were/are not in compliance we have reached out to you.
- Per the HB 355 bill language Section 7(3) projects should be under contract with a (construction) contractor by 12/31/2024. Section 7 (4) allows for request to be made to for extension of the Section 7(3) language if all efforts have been exhausted to secure a contractor. Commerce will consider extension requests on a case by case basis. Dependent on your project type, your construction contract may be 1) industry standard full contracts for construction projects, or 2) a commitment letter from, i.e. a public works director/electrician/plumber who will complete/build the project. Not every construction contract will look the same, but at a minimum, a commitment from whomever is completing the work must be provided before Commerce can release any funds.
- Once you have met start up and executed a contract, information will be relayed about reimbursement processes and forms that will need be submitted.
- If your City/Town has multiple projects, separate files and contracts apply to each project.
- If you are in process with any of these steps or have questions, please stay in communication with staff to keep things moving.

Ashly Amato

Infrastructure Program Specialist

Montana Department of Commerce

 T: 406-841-2910
 commerce.mt.gov



City of Helena, Montana

27 January 2025

To: Honorable Mayor and City Commissioners

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

Subject: Transportation Systems - Bid Award for FY2025 Sidewalk Improvement Program

Present Situation: A request for Proposals (RFP) was published in the Helena Independent Record and on the City's website in December 2024 and January 2025. The City received three proposals in response to the request. All Around Construction scored the highest based on qualifications and proposed unit costs (see attached cost comparison and scoring results).

Background Information: The original Sidewalk Improvement Program was established by the City Commission in 1990 and revised in 2004. In recent years there has been much interest in the program by property owners in the City, generally over 200 applicants. At the current prices, the \$150,000 budget will be able to serve approximately 30 properties.

Proposal/Objective: City staff recommends awarding the FY2025 Sidewalk Improvement Program contract to All Around Construction for an amount not to exceed \$150,000.

Advantage: Awarding this contract will improve accessibility throughout the city by providing a means for more sidewalks to be repaired or replaced.

Notable Energy Impact: N/A

Disadvantage: No disadvantages to this award are expected.

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to award the FY2025 Sidewalk Improvement Program contract to All Around Construction for an amount not to exceed \$150,000.



Sidewalk Improvement Program
Project TSD-25-31

PROPOSAL PRICE SHEET - Tabulations

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	All Around Construction	Tabbert Constuction	Rawlings Concrete & Construction
1	Concrete Removal (4" thickness or less)	SF	Any Quantity	\$ 8.00	\$ 9.75	\$ 8.25
2	Concrete Removal (More than 4" thickness)	SF	Any Quantity	\$ 9.00	\$ 11.75	\$ 11.00
3	Concrete Curb/Gutter Removal	LF	Any Quantity	\$ 14.00	\$ 18.50	\$ 18.50
4	Asphalt Removal	SF	Any Quantity	\$ 17.00	\$ 12.00	\$ 12.65
5	Standard Curb Cut	LF	Any Quantity	\$ 28.00	\$ 15.00	\$ 32.50
6	4" Hot Mix Asphalt Pavement & Tack Coat (3/8"	SF	50 SQFT or Less	\$ 16.00	\$ 15.00	\$ 14.50
7	4" Hot Mix Asphalt Pavement & Tack Coat (3/8"	SF	Greater than 51 SQFT	\$ 10.00	\$ 13.00	\$ 13.00
8	4" Hot Mix Asphalt Pavement & Tack Coat (3/4"	SF	50 SQFT or Less	\$ 12.00	\$ 14.75	\$ 15.50
9	4" Hot Mix Asphalt Pavement & Tack Coat (3/4"	SF	Greater than 51 SQFT	\$ 11.00	\$ 12.85	\$ 15.00
10	6" Thickness of 1-1/2" Minus Crushed Base Course	SF	Any Quantity	\$ 5.00	\$ 6.00	\$ 10.50
11	6" Thickness of 3/4" Crushed Gravel (Placed & compacted)	SF	Any Quantity	\$ 6.00	\$ 7.00	\$ 6.50
12	Combined Concrete Curb & Gutter	LF	50 LF or Less	\$ 45.00	\$ 49.00	\$ 48.50
13	Combined Concrete Curb & Gutter	LF	51 LF or More	\$ 40.00	\$ 47.00	\$ 42.50
14	4" Concrete Sidewalk	SF	100 SF or Less	\$ 20.00	\$ 35.50	\$ 14.50
15	4" Concrete Sidewalk	SF	101 SF to 240 SF	\$ 20.00	\$ 35.00	\$ 13.50
16	4" Concrete Sidewalk	SF	241 SF or More	\$ 8.00	\$ 29.75	\$ 12.50
17	6" Concrete (Driveway Sidewalk & Aprons)	SF	Any Quantity	\$ 14.00	\$ 26.00	\$ 16.50
18	6" Concrete Valley Gutter (6' Wide Typ.)	SF	Any Quantity	\$ 14.00	\$ 27.00	\$ 16.50
19	4" Pedestrian Curbing	LF	Any Quantity	\$ 28.00	\$ 29.75	\$ 36.00
20	Splitface Concrete Block Retaining Wall (up to 24" height)	SF	Any Quantity	\$ 48.00	\$ 45.00	\$ 65.00
21	Concrete Walkway steps (Typical 7" Riser & 12" Tread)	LF	Any Quantity	\$ 140.00	\$ 145.00	\$ 140.00
22	Detectible Warning Devices (CI Truncated Dome	SF	Any Quantity	\$ 65.00	\$ 125.00	\$ 275.00
23	Stamped Concrete	SF	any Quantity	\$ 22.00	\$ 39.00	\$ 48.00
24	Concrete Trip Hazard Repair - Grinding	LF	Any Quantity	\$ 40.00	\$ 34.00	\$ 60.00
25	Concrete Trip Hazard Repair - Slab Leveling	SF	Any Quantity	\$ 30.00	\$ 30.00	\$ 60.00
26	Reset Existing Sign and Post	EA	Any Quantity	\$ 200.00	\$ 150.00	\$ 345.00
27	Set New Sign Post	EA	Any Quantity	\$ 200.00	\$ 150.00	\$ 750.00
28	4" PVC Irrigation Sidewalk Sleeve (1' past either side of sidewalk)	EA	Any Quantity	\$ 55.00	\$ 50.00	\$ 125.00
29	Sodding	SF	Any Quantity	\$ 3.00	\$ 4.25	\$ 7.50
30	Remove Tree (Consult with City Arborist)	EA	4" Dia. Or Less	\$ 260.00	\$ 200.00	\$ 300.00
31	Remove Tree (Consult with City Arborist)	EA	Greater than 4" Dia.	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00
32	Install Tree in Boulevard (Per City Urban Forestry	EA	Any Quantity	\$ 300.00	\$ 300.00	\$ 585.00
33	Misc. Excavation (Vaulted sidewalk / coal chute)	CY	Any Quantity	\$ 60.00	\$ 180.00	\$ 325.00
34	Misc. Backfill (Placement & compaction, 8" lifts)	CY	Any Quantity	\$ 95.00	\$ 75.00	\$ 150.00
35	Remove and Reset Storm Drain Inlet	EA	Any Quantity	\$ 600.00	\$ 500.00	\$ 2,000.00
36	Top soil	CY	Any Quantity	\$ 105.00	\$ 50.00	\$ 400.00

**SIDEWALK IMPROVEMENT
TSD-25-31 PROPOSAL SCORING**

Average Scores

Criteria	Possible Points	All Around Construction	Tabbert Constuction	Rawlings Concrete & Construction
Qualifications	10	8.8	7.0	7.3
Proposed Unit Costs	10	8.0	6.8	5.75
Overall Quality of Proposal	5	4.3	3.5	3.5
Total:	25.0	21.0	17.3	16.5

City of Helena, Montana

01/21/2025

To: Mayor Collins and the Helena City Commission

From: Tim Burton, City Manager
Amanda Opitz, Grants Administrator

Subject: Consider acceptance of a Growing Friends Grant for the Law and Justice Center Xeriscape Garden.

Present Situation: On Jan. 16, 2025, Growing Friends of Helena awarded a tree grant to the City of Helena in the amount of \$2,215 for landscaping and trees planted in the xeriscape garden at the Law and Justice Center in Downtown Helena.

Background Information: The City of Helena and Growing Friends of Helena have collaborated on improving the city's green spaces for many years.

Growing Friends of Helena is an all-volunteer, non-profit organization that was formed in 1990 "to enrich the quality of life in the Helena, Montana area with extensive plantings in public places of suitable, attractive, diverse, and well-care-for trees and shrubs."

Out of previous campaigns to beautify our city, the Helena Improvement Society wrote in their 1900 annual report: "We believe a place the size of Helena containing the refinement, intelligence, and wealth that our city does, will very soon see the necessity of acquiring parks, improving our streets, and generally beautifying the town." One hundred and twenty-five years later, Growing Friends of Helena continues in these efforts with a goal of planting 100 trees per year in public places.

Proposal/Objective: Propose acceptance of the Growing Friends Tree Grant in the amount of \$2,215. Acceptance of this grant falls within the Budget Act (MCA 7-6-4006 (3) to adjust appropriations for Fiscal Year 2025 for the grant amount.

Advantage: Acceptance of this grant will enable the City to enhance the green space at the Law & Justice Center which houses several critical civic agencies including Criminal Justice Services, Municipal Court, the Helena Police Department and the County Sheriff's Office.

Notable Energy Impact: Xeriscaping is a process of landscaping, or gardening, that reduces or eliminates the need for irrigation. By choosing this method of landscaping the City has developed a green space that promotes biodiversity and beautifies the area around the building which requires little maintenance and water resources.

Disadvantage: N/A

Quasi-Judicial Item: False

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to accept a Growing Friends Grant in the amount of \$2,215 for landscaping and trees planted in the xeriscape garden at the Law and Justice Center and to adjust appropriations for Fiscal Year 2025 for the grant amount.



GROWING FRIENDS OF HELENA

POST OFFICE BOX 709 • HELENA, MONTANA 59624

City of Helena
Facilities Department
316 N Park Ave, Room 243
Helena, Mt 59623

January 16, 2024

City of Helena Commissioners and Staff:

It is with pleasure that Growing Friends of Helena awards a tree grant in the amount of **\$2,215** to the City of Helena for landscaping and trees planted in the xeriscape garden at the Law and Justice Building in Downtown Helena.

Growing Friends of Helena is an all-volunteer, non-profit organization that was formed in 1990 “to enrich the quality of life in the Helena, Montana area with extensive plantings in public places of suitable, attractive, diverse, and well-care-for trees and shrubs.” Growing out of previous campaigns to beautify our city, the Helena Improvement Society wrote in their 1900 annual report: “We believe a place the size of Helena containing the refinement, intelligence, and wealth that our city does, will very soon see the necessity of acquiring parks, improving our streets, and generally beautifying the town.” 125 years after this writing, Growing Friends of Helena continues in these efforts with a goal of planting 100 trees per year in public places.

Thank you for joining us in this effort through this project, and for the work the City’s Urban Forestry Division does to maintain mature trees and plant young trees all over town.

Sincerely,

Mackenzie Petersen
President

City of Helena, Montana

12/30/2024

To: Honorable Mayor and City Commissioners

From: Tim Burton, City Manger
David Knoepke, Transportation Systems Director

Subject: Consider 1208 Le Grande Sidewalk Variance Appeal

Present Situation: The applicant applied for a sidewalk variance on July 22, 2024. Their request was not to install sidewalks on both Le Grande Blvd. and Cleveland Street. The variance was partially denied as they were granted the variance along Le Grande if they agreed to sign a waiver or right to protest an SID. The variance request was denied for the installation of sidewalks along Cleveland Street. On December 13, 2024, the City received an appeal request.

Background Information: Original sidewalk variance request: Requesting not install sidewalks on both LeGrande Cannon Blvd. and Cleveland Street. Property borders on the entire north side of LeGrande and there is a 9 foot wide walking path on the south side of the street. On the Cleveland Street side there are also no sidewalks until about 6 blocks down at CR Anderson middle school. the north side of LeGrande where there is a very steep 8-10 foot dropoff. In addition, there are no sidewalks Please see attached variance granted for 1840 LeGrande Cannon Blvd. in 2018 regarding same.

Proposal/Objective: Appeal see attached appeal letter.

Advantage: Appeals are part of the sidewalk variance process.

Notable Energy Impact: N/A

Disadvantage: No installation of sidewalks per City Code 7-4-2 leaves an additional connectivity gap for pedestrian in the City.

Quasi-Judicial Item: False

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Staff recommends denial of the appeal and allowing the original sidewalk variance recommendation stand. That recommendation included the granting of the variance along Le Grande Blvd. with the condition to sign a waiver of right to protest any future SID. It also stated that installation of sidewalks along Cleveland Street were required including an ADA ramp at the corner of at the corner of Le Grande Blvd. and Cleveland St. to facilitate a crossing to the Le Grande path.



Transportation Systems Department
ENGINEERING DIVISION

.....

SIDEWALK/CURBCUT
VARIANCE REQUEST

RECEIVED

JUL 22 2024

TYPE OF VARIANCE: SIDEWALK CURBCUT

DATE RECIEVED:

CITY MANAGER

APPLICANT:	David Pinto	PHONE #:	415-652-7123
CONTACT NAME:	David Pinto	CONTACT PHONE:	415-652-7123
ADDRESS:	1208 Le Grande Cannon Blvd Helena, MT 59601		
EMAIL ADDRESS:	davidajpinto@gmail.com		
VARIANCE LOCATION:	1208 Le Grande Cannon Blvd Helena, MT 59601		

Description of and reason for variance request (please attach additional sheet(s) if necessary):

Requesting not install sidewalks on both LeGrande Cannon Blvd. and Cleveland Street. Property borders the north side of LeGrande where there is a very steep 8-10 foot dropoff. In addition, there are no sidewalks on the entire north side of LeGrande and there is a 9 foot wide walking path on the south side of the street. On the Cleveland Street side there are also no sidewalks until about 6 blocks down at CR Anderson middle school. Please see attached variance granted for 1840 LeGrande Cannon Blvd. in 2018 regarding same.

Note to applicant:

Please provide a site plan and signed Sidewalk and Curb Cut Variance Application with any variance request. The variance process requires that City Staff, City Manager, and the City Commission all review the request. Due to this process please allow for a minimum of 6-8 weeks to process all requests.

Please return to Mike Gunderson in Room 205 of The City Shop Building, or mail to:
City of Helena
Engineering Division
Attention: Mike Gunderson
3001 E. Lyndale Avenue
Helena MT 59601

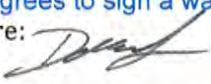
OWNERS SIGNATURE: 	DATE: 7/22/2024
PRINT NAME: David Pinto	TITLE:

Deferral Request

City Code 7-4-2.B

- g. If there are no impervious roadway improvements in the adjacent right-of-way, the property owner may request to defer the installation of sidewalks and/or curbs and gutters from the city manager or the city manager's designee so that construction is deferred until a later date with adequate justification.

For City Use:

Transportation Systems Department Recommendation: Approve: <input type="checkbox"/> Deny: <input checked="" type="checkbox"/>		
Comments: Applicant has applied for and recieved a building permit to construct a new residence. Per City Code, sidewalks must be installed as part of the construction of a principal structure. PROWAG allows sidewalks along the right-of-way to match the slope of the adjacent roadway. At a minimum, the sidewalk along Cleveland should be installed along with an ADA corner to facilitate access to the shared-use path on the south side of LeGrande Cannon. If property owner agrees to sign a waiver of SID for the sidewalk along LeGrande Cannon, TSD would consider no install on it.		
Signature: 	Title: TRANSPORTATION SYSTEMS DIRECTOR	Date: 09-09-2024
City Manager or City Manager's Designee: Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>		
with conditions		
Signature: 	Title: City Manager	Date: 9/9/24

Note: If variance request is denied, the owner may appeal the decision to the City Commission per City Code 7-4-2.B.1.b



**Retaining Wall
TYP**
 8"x8" wall
 #11 rebar 12" o.c. Horizontal and Vertical
 8"x20" footing
 #4 rebar 2 rows
 Plasters breaking straight spans
 at 20'
 French Drain Tube to
 north and South drainages

Lot Size 13,107 sqft
 Home, patio, driveway impervious area 5502 sqft
 42% impervious

Note: All drainage to grade away from foundation min 6" lower within first 10'
 Driveways and concrete patios minimum of 2% grade drop away from foundation

- Legend**
- Property Line
 - - - - - Easement Line
 - Drainage
 - Sewer (4" line)
 - Water (1" Type K Copper line)
 - Utility (gas, electric, phone, and cable)

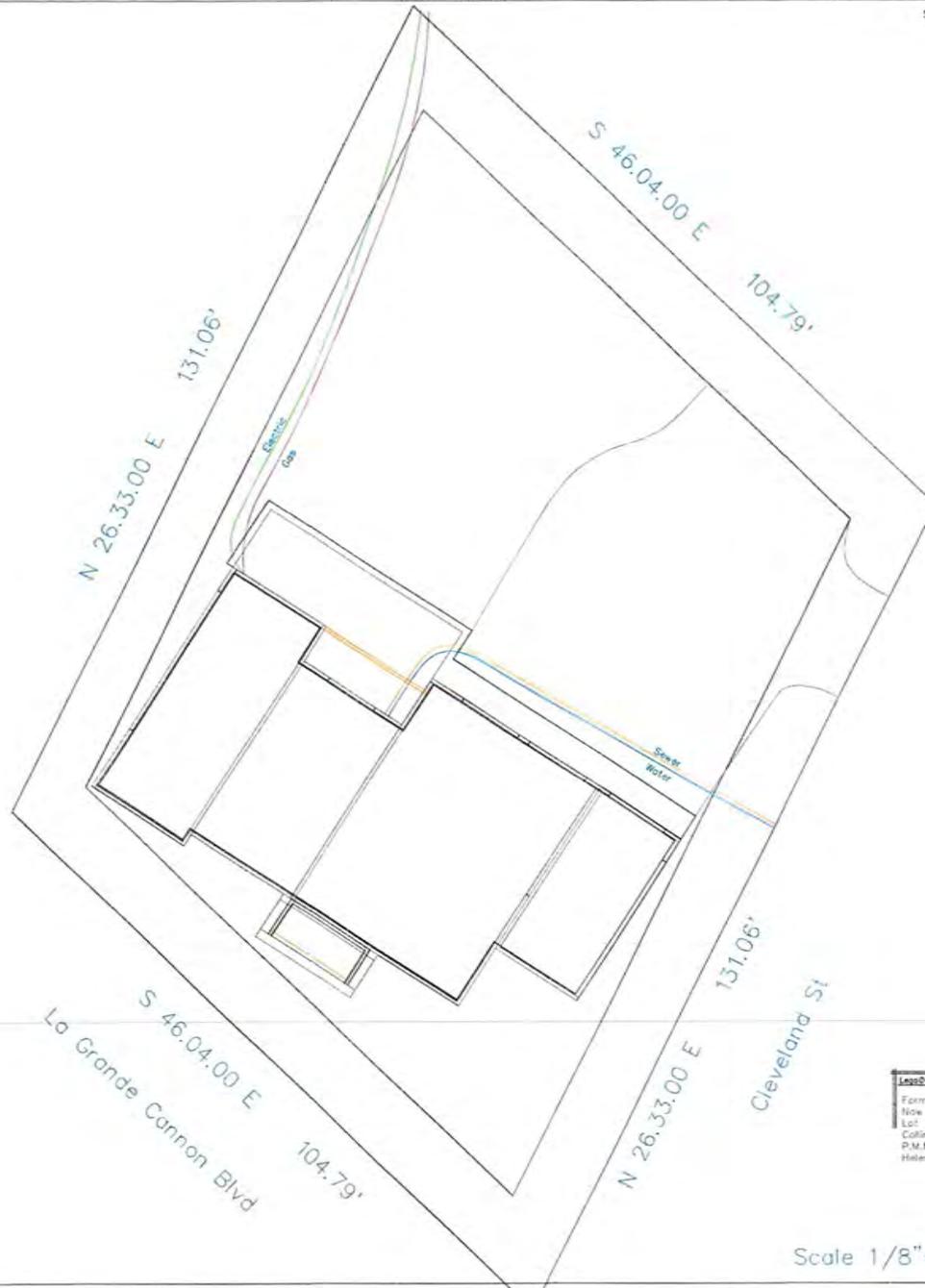
Formerly 600 Cleveland St
 Now 1208 La Grande Canyon Blvd

Legal Description
 Lot 17-20 S25, T10 N, R04 W, Blk 83
 Coultre and Nell ACO
 P.M.M. Lewis and Clark County, Montana
 Helena, MT

Scale 1/8" = 1'

Please Note:
 All report Federal, State and Local Codes, Ordinances and Regulations
 should be considered as part of the information of this
 drawing and are to be followed to the extent they are in compliance with the plan.





- Legend**
- Property Line
 - - - Easement Line
 - - - Drainage
 - - - Sewer (4" line)
 - - - Water (3/4" line)
 - Utility (gas, electric, phone, and cable)

Legal Description
 Formerly 000 Cleveland St
 Now 1208 La Grande Cannon Blvd
 Lot 17-20 S25, T10 N, R04 W, Black 89
 Collins and Neill ADD
 P.M.M. Lewis and Clark County, Montana
 Helena, MT

Scale 1/8" = 1'

Please Note:
 All current Federal, State and Local Codes, Ordinances and Regulations
 shall be considered as part of the specifications of this
 Building, and are to be obtained by the Contractor with the job.

The Pinto Home
 600 Cleveland, Helena, MT

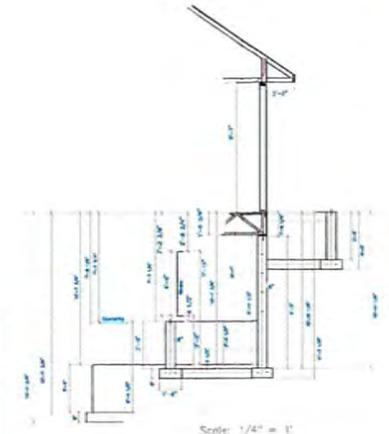
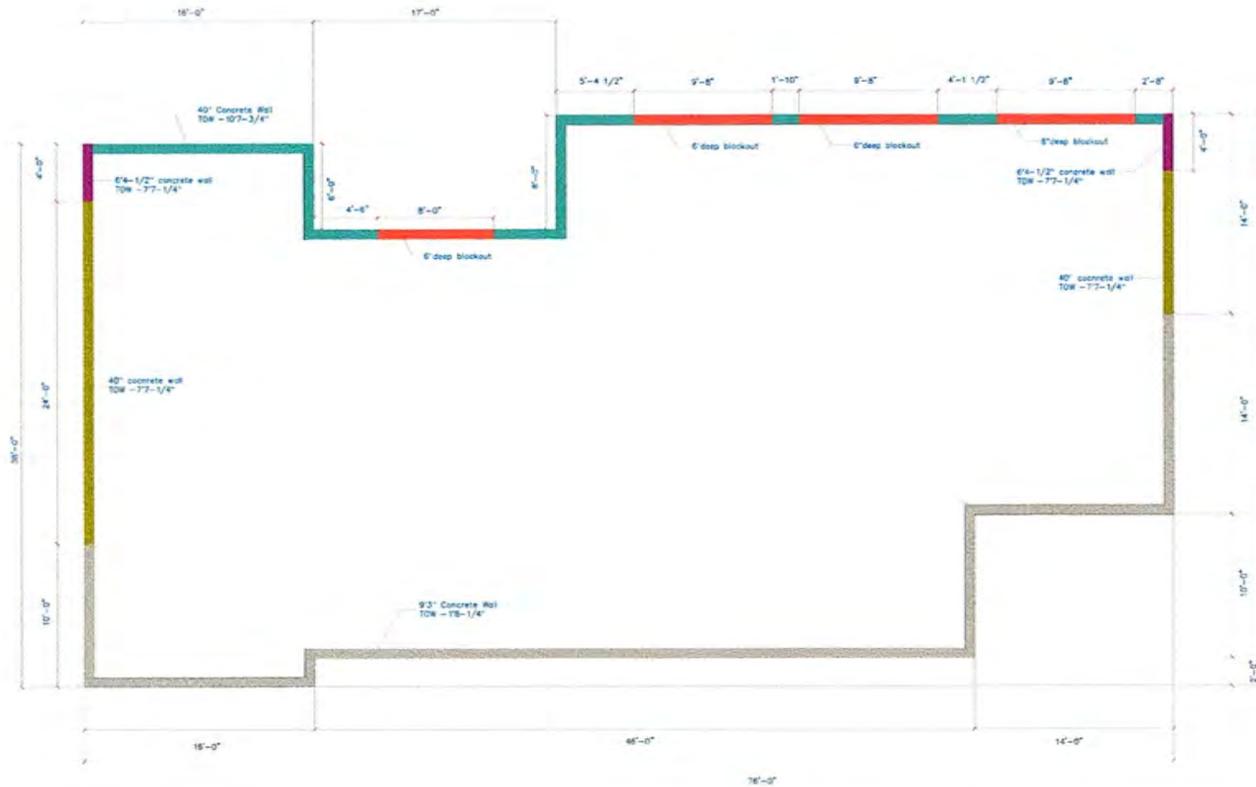
www.sysumhomes.com
 406-495-1195



Sysum Homes

Sheet
1
 of 13

All applicable codes and county regulations are the responsibility of the builder.
 All engineering and structural standards are the responsibility of the builder.



- 10'-3/4"
- 8'-3/4"
- 5'-13/4"
- 2'-3/4"
- 4"

FOUNDATION PLAN

SCALE: 1/4" = 1'

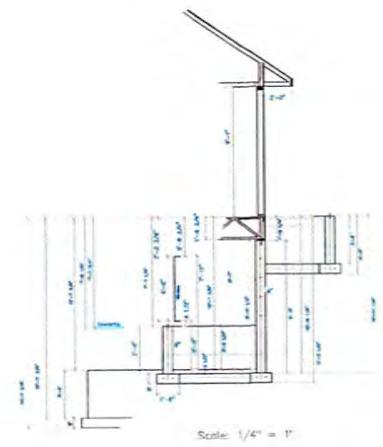
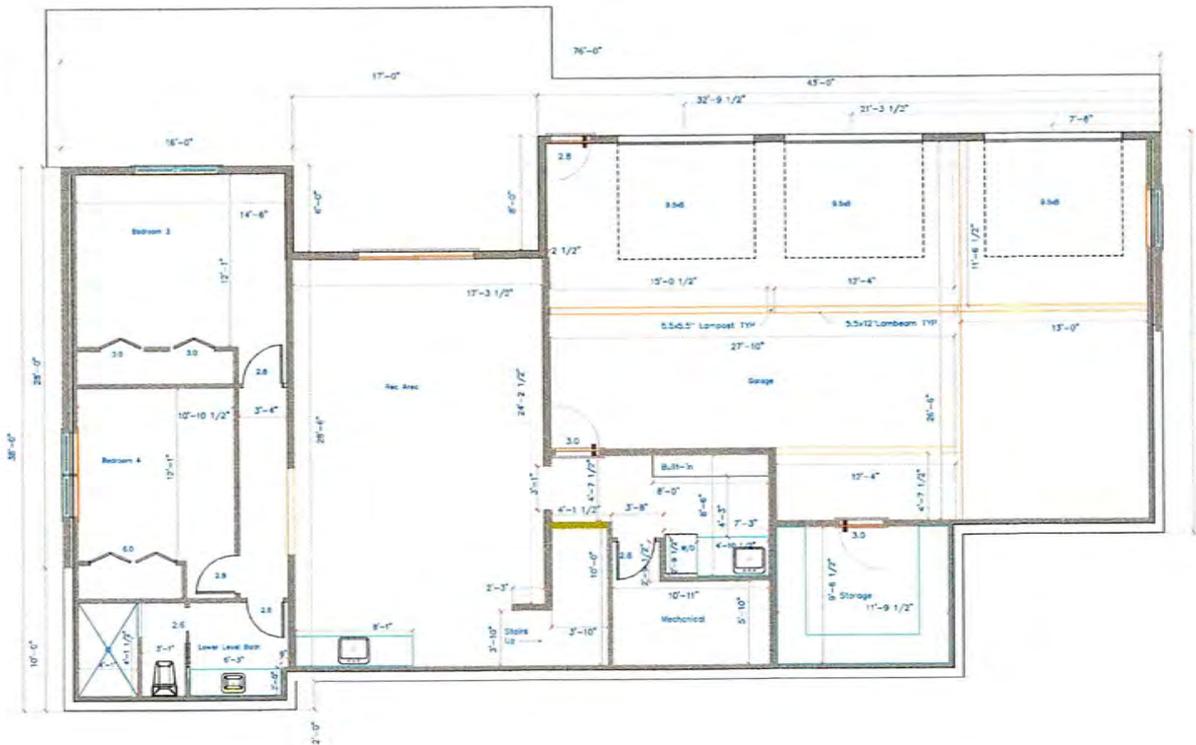
Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

Sysum Construction Inc. All rights Reserved



All applicable codes and county regulations are the responsibility of the builder.
All engineering and structural standards are the responsibility of the builder.



LOWER LEVEL PLAN

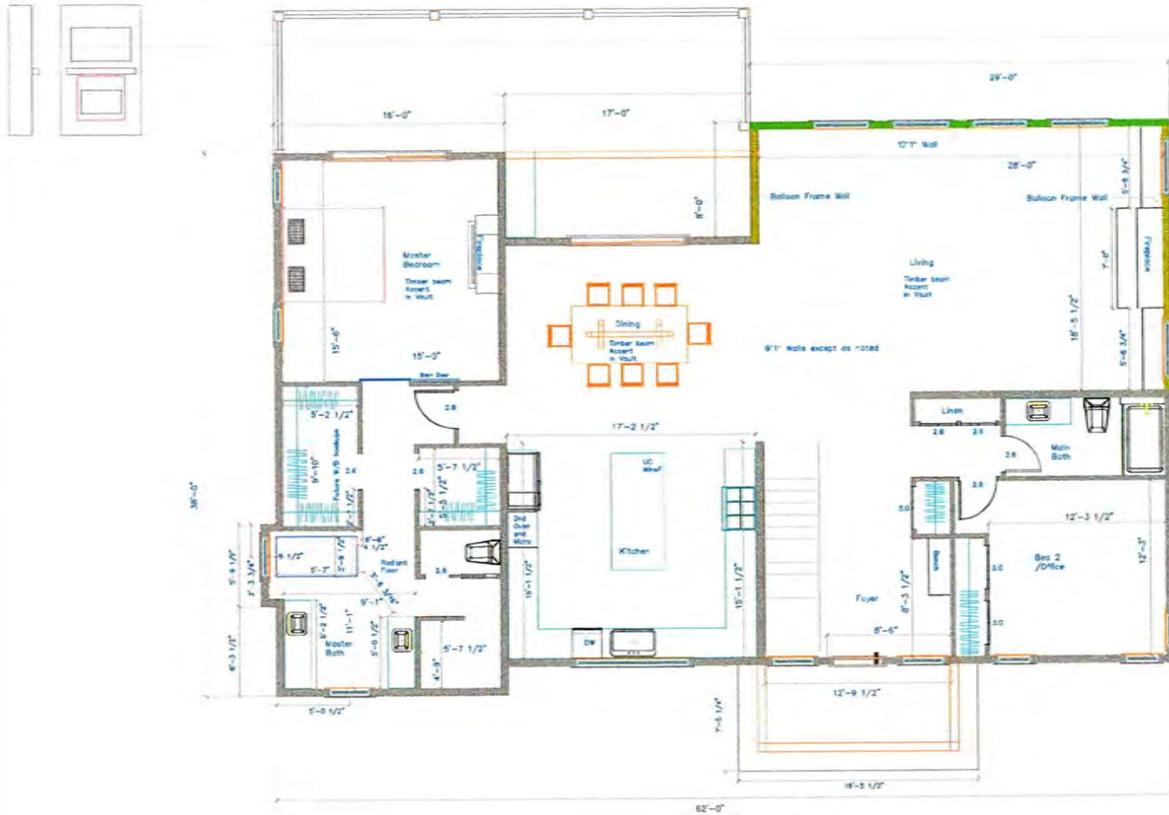
SCALE: 1/4" = 1'

Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

Sysum Construction Inc. All rights Reserved





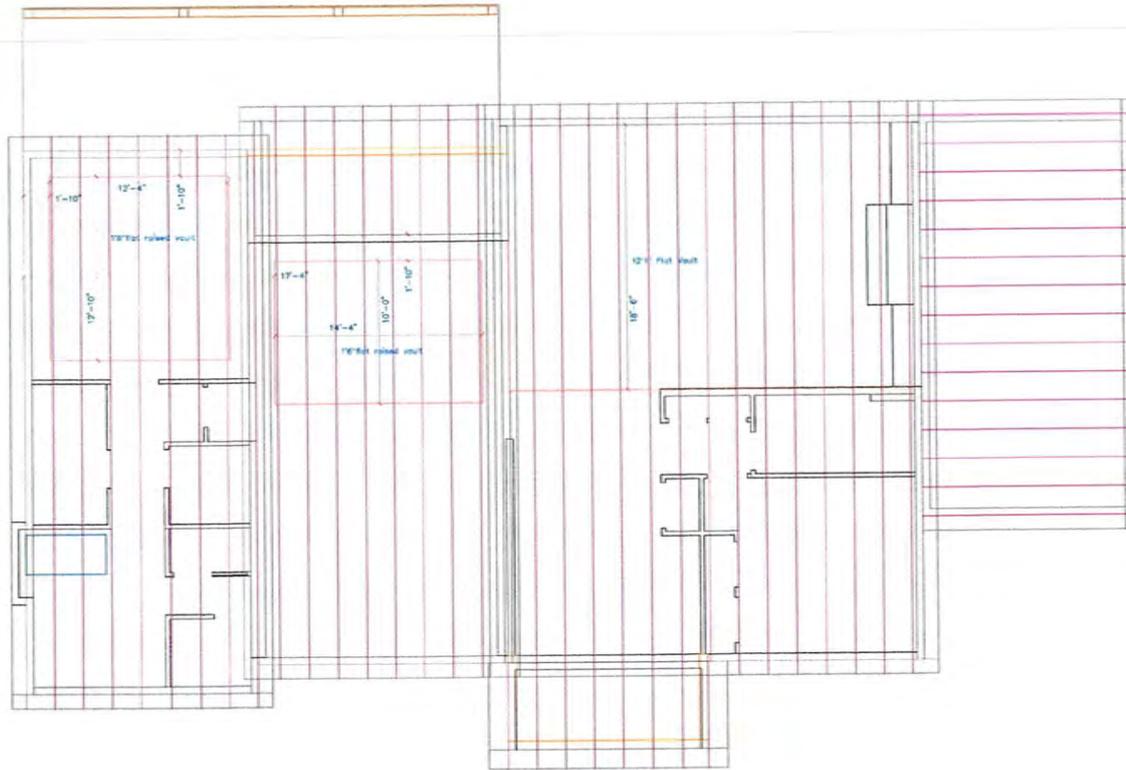
MAIN LEVEL PLAN
 SCALE: 1/4" = 1'

Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

Sysum Construction Inc. All rights Reserved





Eng. Roof Truss 2' O.C.
 7' Overhang
 No steel plate
 Double vertical members 18" O.C.

Roof Framing Plan

SCALE: 1/4" = 1'

Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

Sysum Construction Inc. All rights Reserved



All applicable codes and county regulations are the responsibility of the builder
 All engineering and structural standards are the responsibility of the builder



FRONT ELEVATION

SCALE: 1/4" = 1'



REAR ELEVATION

SCALE: 1/4" = 1'

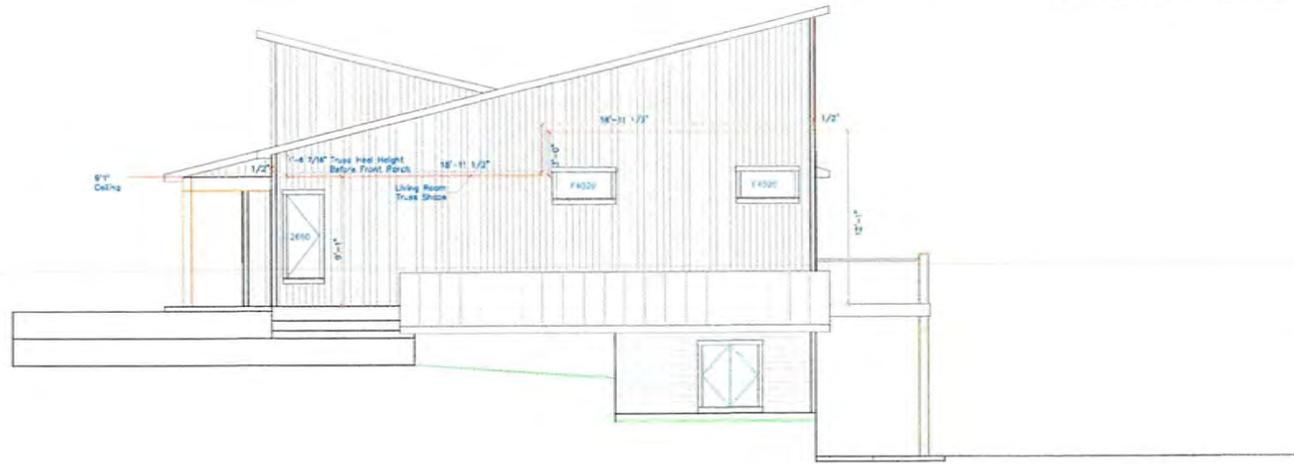
Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

System Construction Inc. All rights Reserved

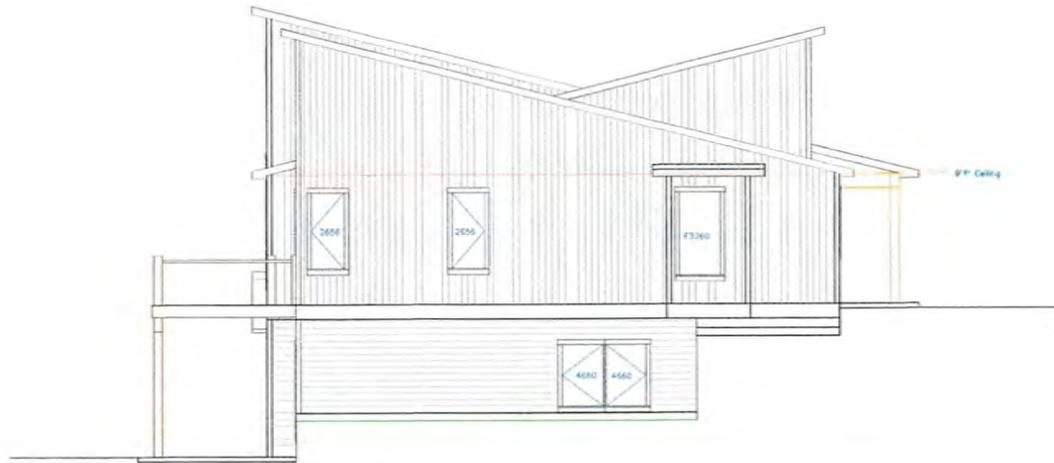


All applicable codes and county regulations are the responsibility of the builder.
 All engineering and structural standards are the responsibility of the builder.



RIGHT ELEVATION

SCALE: 1/4" = 1'



LEFT ELEVATION

SCALE: 1/4" = 1'

Footage

Main Level	2220 sqft	2220 sqft finished
Basement	1528 sqft	1275 sqft finished
Total	3748 sqft	3495 sqft finished
Garage	1083 sqft	

Sysum Construction Inc. All rights Reserved





City of Helena
Public Works Department

316 N Park Ave
 Helena, MT 59623
 Phone: 406-447-8431
 FAX: 406-447-8442

City of Helena

Sidewalk and Curb Cut Variance Application

Type of Variance: Sidewalk Curb Cut

Current Date: 3/13/18

Applicant: Jeff and Traci Swingley	Phone: 406-461-0852
Mailing Address: 900 Amethyst Avenue Helena, MT 59602	
Location of Variance: TBD Linden Court, Legal: Paul Reber Properties PUD, S 26 T10 N, R04 W, Block 11, Lot 18A, COC # 3023685	
Reason for Variance Request: Please reference site plan. We are requesting to not install sidewalk on the portion of our lot that borders Le Grande Blvd. No other property owner with property bordering Le Grande Blvd has it installed. There is also a walking path installed on south side of Le Grande Blvd. Additionally when Le Grande Blvd was widened a few years ago our property was cut into making the dropoff from Le Grande Blvd steep.	
Owner Signature: 	

Note to Applicant:

Please provide a site plan and signed Sidewalk and Curb Cut Variance Application with any variance request. The variance process requires that City Staff, City Manager, and the City Commission all review the request. Due to this process please allow for a minimum of 6-8 weeks to process all requests.

Please return to Mike Friend in Room 413 of The City County Building, or mail to:

City of Helena
 Engineering Division
 Attention: Mike Friend
 316 North Park Avenue
 Helena MT 59623

Rev. 09/17

April 12, 2018

TO: Ron Alles, City Manager

**FROM: Ryan Leland, City Engineer
Randal Camp, Public Works Director**

Subject: Consider a Sidewalk Variance for property adjacent to Linden Ct and Le Grande Cannon Boulevard, legally described as: Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685

Present Situation: Jeff and Traci Swingley are the applicants for the variance and the owners of the property legally described as: Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685. The property is adjacent to Le Grande Cannon Boulevard to the north and Linden Court to the south. The applicants are planning to construct a home on the site in the near future. This will trigger the sidewalk requirement along all adjacent right of ways. The reasons given provided with variance request are the following: The property is steep along Le Grande, making the construction of sidewalk more difficult, is not needed as there is an existing pedestrian asphalt path on the other side of Le Grand, the sidewalk would not connect to anything as there are no other sidewalks along that side of Le Grande.

Proposal/Objective: The owners of the property are requesting a sidewalk variance to defer the installation of sidewalk along Le Grande Cannon Boulevard

Advantages: No advantages noted with this proposal.

Notable energy impact(s): N/A

Disadvantages: Sidewalks may not be installed with a building permit.

Notice of Public Hearing (copy attached): N/A

Recommended Motion: Move to approve, table, or deny a sidewalk variance to defer the installation of sidewalk adjacent to Le Grande Cannon Blvd, property described as Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685.

Attachments:
Vicinity map
Site Map
Applicant Application
Site plan

City of Helena, Montana

**CITY OF HELENA
REGULAR CITY COMMISSION MEETING
April 23, 2018 - 6:00 P.M.
City Commission Chambers, Room 330**

Time & Place

A regular City Commission meeting was held on Monday, April 23, 2018 at 6:00 p.m., in the Commission Chambers, 316 N. Park Avenue, Helena, Montana.

Members Present

Mayor Collins indicated for the record that Commissioners Farris-Olsen, Noonan, and O'Loughlin were present. Commissioner Haladay was excused. City Manager Ron Alles, Deputy City Attorney Iryna O'Connor and City Clerk Debbie Havens were present.

Pledge of Allegiance

Mayor Collins asked those persons present to please stand and join him in the pledge of allegiance.

Minutes

The minutes of the regular City Commission meetings of March 26 and April 9, 2018, were approved as submitted.

Proclamation

PROCLAMATION:

A. Arbor Day

Mayor Collins read the Arbor Day Proclamation and presented it to Parks Superintendent Craig Marr.

Superintendent Craig Marr thanked Mayor Collins for the proclamation and invited the commission to the Arbor Day event on Friday, April 27th at 12:00 noon at Anchor Park where a tree will be planted.

Board Appointments

BOARD APPOINTMENTS:

A. Helena Housing Authority, Helena Open Space Lands Management Advisory Committee, Tourism Business Improvement District

Mayor Collins recommended the following appointments:

Helena Housing Authority (HHA)

Appointment of Lanessa Littrell as a resident representative to the Helena Housing Authority. The unexpired term will begin upon appointment and expire August 1, 2018.

Helena Open Lands Management Advisory Committee (HOLMAC)

- Reappointment of Eric Sivers to HOLMAC. The second term will begin July 1, 2018 and expire June 30, 2021.

Tourism Business Improvement District (TBID)

- Appointment of Kaela Johnson to the Tourism Business Improvement District. First term will begin upon appointment and expired April 20, 2022.

Public Comment

Mayor Collins asked for public comment, none was received.

Motion

Commissioner Noonan moved approval of the board appointments as outlined above. Commissioner O'Loughlin seconded the motion. All voted aye, motion carried.

Consent Agenda

CONSENT AGENDA:

A. Claims

B. Authorization for staff to void stale dated checks

C. Amended Plat showing the vacation of the alley rights-of-way (ROW) in Block 14 of the Grand Avenue Addition, generally located south of Chestnut Street and east of Columbia Avenue with property addresses of 907 Chestnut Street and 1803 Columbia Avenue in the City of Helena, Montana

City Manager Alles recommended approval of the claims.

Public Comment

Mayor Collins asked for public comment, none was received.

Motion

Commissioner Farris-Olsen moved approval of Items A - C on the consent agenda. Commissioner O'Loughlin seconded the motion. All voted aye, motion carried.

**Communications
From Commissioners**

COMMUNICATIONS/PROPOSALS FROM COMMISSIONERS
No items to report on.

**Report of the City
Attorney**

REPORT OF THE CITY ATTORNEY
Deputy City Attorney O'Connor had no items to report on.

**Report of the City
Manager**

REPORT OF THE CITY MANAGER
Manager Alles reported the city street crews continue to fill potholes and pick up sand on the streets. There have been a few water main breaks.

**Report from the
Helena Citizens**

REPORT FROM THE HELENA CITIZENS COUNCIL
There was not an HCC member present.

Regular Items

REGULAR ITEMS:
A. CONSIDER A SIDEWALK VARIANCE FOR PROPERTY ADJACENT TO LINDEN COURT AND LEGRANDE CANNON BOULEVARD, LEGALLY DESCRIBED AS PAUL REBER PROPERTIES PUD S26, T10N, R04W, BLOCK 11, LOT 18A, COS# 3023685.

Staff Report

City Engineer Ryan Leland reported Jeff and Traci Swingley are the applicants for the variance and the owners of the property legally described as Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685. The property is undeveloped and adjacent to LeGrande Cannon Boulevard to the north and Linden Court to the south. The applicants are planning to construct a home on the site in the near future. City Code will require sidewalks along all adjacent rights of way.

The owners of the property are requesting a sidewalk variance to defer the installation of sidewalk along LeGrande Cannon Boulevard. The reasons provided with the variance request are the following: the property is steep along LeGrande, making the construction of sidewalks more difficult; the sidewalk is not needed as there is an existing pedestrian asphalt path on the other side of LeGrande; the sidewalk wouldn't connect to anything as there are no other sidewalks along that side of LeGrande.

Sidewalks may not be installed with a building permit.
Engineer Leland recommended to approve, table, or deny a sidewalk variance to defer the installation of sidewalks adjacent to LeGrande Cannon Boulevard, property described as Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685.

Public Comment

Mayor Collins asked for public comment. Jeff Swingley, property owners, spoke in support of the sidewalk variance due to safety concerns created by the slope of the lot and there being no other sidewalks on the north side of LeGrande Cannon Boulevard.

Discussion

Commissioner Noonan asked if the front of the house will face Linden Court. Engineer Leland noted the parking and driveway will be off of LeGrande Cannon.

Motion

Commissioner Noonan moved approval of a sidewalk variance to defer the installation of sidewalks adjacent to LeGrande Cannon Boulevard, property described as Paul Reber Properties PUD S26, T10N, R04W, Block 11, Lot 18A, COS# 3023685.
Commissioner Farris-Olsen seconded the motion.

Discussion

Commissioner O'Loughlin clarified the property owners will install sidewalks on Linden Court and will connect with existing sidewalks. Engineer Leland concurred. She asked if there are sidewalks on the north side of LeGrande Cannon. Engineer Leland stated no.

Commissioner Farris-Olsen stated he generally does not support sidewalk variances; however, this one makes sense due to safety reasons and there being no other sidewalks on the north side of LeGrande Cannon and the bike/ped path on the south side.

Vote

All voted aye, motion carried.

Public Hearings

PUBLIC HEARINGS:

- A. CONSIDER A TWO-YEAR EXTENSION OF THE CONDITIONAL PRELIMINARY PLAT APPROVAL FOR THE CROSSROADS AMENDMENT AT MOUNTAIN VIEW MEADOWS MAJOR SUBDIVISION, GENERALLY LOCATED SOUTH OF HIGHWAY 12, EAST OF CROSSROADS PARKWAY, AND WEST OF HIGHWAY 282, IN HELENA AND LEWIS AND CLARK COUNTY, MONTANA.

Staff Report

City Planner Lucy Morell-Gengler reported on February 9, 2009, the Helena City Commission gave conditional preliminary plat approval for the Crossroads at Mountain View Meadows subdivision creating 892 lots from approximately 381 acres. A resolution of intention to annex (ROIA) and ordinance pre-zoning the proposed subdivision were also passed. An amendment to that major subdivision preliminary plat was submitted, which enlarged the area and increased the number of lots which required another major subdivision preliminary plat review process in 2012.

On May 7, 2012, the Helena City Commission gave conditional preliminary plat approval for the Crossroads Amendment (CA) at Mountain View Meadows (MVM) subdivision creating 956 lots from approximately 442 acres. This approval was for three years; an extension was granted on May 4, 2015, for an additional three years. That extension included approved revisions to the Commercial Phase II of the CA at MVM subdivision preliminary plat. This extension will expire on May 7, 2018, unless extended by the City in accordance with City Code Section 12-2-11G. An application for an extension of the subdivision preliminary plat has been submitted by the property owners and a letter dated February 27, 2018, has been submitted on behalf of the CA at MVM subdivider requesting a two-year extension beyond the current May 7, 2018, expiration (attached).

Several phases of the CA at MVM subdivision have been completed and have obtained final plat approval. Those phases that have filed final plats have been removed from the preliminary plat extension request. In addition, Tract B-2, shown as Block 47 on the preliminary plat, is owned by the International Church of Foursquare

Gospel (Foursquare Church). Mark Runkle of Mountain View Meadows, LLC, is no longer the subdivider of that property. The church representative was contacted regarding the pending expiration of the preliminary plat but has not submitted a request for an extension of their preliminary plat approval. That tract is not included in this request and the preliminary plat for this property is expected to expire on May 7, 2018.

The City Commission must consider the criteria in City Code Section 12-2-11(G) when evaluating an extension request. These criteria include changes in the subdivision regulations since preliminary plat approval, the impact delaying infrastructure installation would have on the subdivision phasing and on other developments, and if the approved Findings of Fact and conditions remain relevant and adequate.

There have been various changes to both the city regulations and to the Montana Subdivision and Platting Act (MSPA) since the CA at MVM preliminary plat approval. Evaluations of the changes since preliminary plat approval that relate to this request are attached. There are no phases or other developments in the area that would be impacted by a delay of installation of the public infrastructure. The Findings of Fact and conditions identified during preliminary plat review remain relevant, adequate, and applicable for the proposed two-year extension of the subject subdivision.

Per the applicant's letter, the circumstance for the requested extension is "to allow more time for the preparation of a new preliminary plat application." When the CA at MVM preliminary plat was reviewed in 2012, it was expected that final platting of the proposed 956 lots would take longer than the three-year time frame and the Findings of Fact noted "The Crossroads subdivision is proposed to be developed in multiple commercial and residential phases."

Within the six years since preliminary plat approval, the developer has demonstrated a commitment to completing the subdivision and has shown progress towards that end through extensive infrastructure installation, improvements to Highway 12, filing several final plats and annexing areas into the city. The developer has also developed and dedicated to the City a five-acre neighborhood park.

The applicant is requesting a two-year extension of the conditional preliminary plat approval for the CA at MVM Subdivision including the Commercial Phase II preliminary plat, legally described as: Tracts 1-A-2 and 1-A-1, and portions of Tract C-2-A-1-A-1-A-1-A-1-A of Uplands Phase 1 of the Crossroads at Mountain View Meadows Subdivision COS No. 3305702; Tracts 2-A-1 and 2-A-2 of Antelope Trace Phase 2 of Crossroads at Mountain View Meadows Subdivision COS No. 3206220; Parcel D-1-A, COS No. 3173426; Tract A-1, COS No. 3015742; Lot 3-A, Block 40, Craftsman Village Phase II COS No. 3271188; and portions of Tract A-1-A-1-A-1-A-1, Craftsman Village Phase 3 of the Crossroads at Mountain View Meadows Subdivision, COS No. 3312862 (all filed in Lewis and Clark County, Montana), generally located south of Highway 12, east of Crossroads Parkway, and west of Highway 282 in Helena and Lewis and Clark County.

Approval of this large CA at MVM preliminary plat allowed the City to review area-wide infrastructure for the transportation network, water and wastewater, storm water, and recreational needs. This facilitates a better evaluation of main size requirements, system capacities, upgrades, and provides a holistic plan for the mitigation of impacts. Extending the preliminary plat approval would provide additional time to revise the preliminary plat to comply with current regulations. It

also would require a revision to the ROIA allowing for review based on current circumstances.

The original preliminary plat approval established a level of commitment for both the developer and the City; extending the time frame would continue that commitment. Approval would also provide predictability and some sense of security when investing in city development. The conditions in the ROIA this property are tied to the completion of the subdivision conditions; extending the preliminary plat also retains the ROIA. This preliminary plat extension would promote development of lots within the city and facilitate mixed-use development consistent with the city Growth Policy in relatively close proximity to jobs, services, schools, and recreational opportunities.

Granting the extension could promote urban mixed-use development which may reduce the amount of vehicle miles traveled.

Planner Morell-Gengler recommended approval of extending the conditional preliminary plat approval until May 7, 2020, for the Crossroads Amendment at Mountain View Meadows Subdivision including the Commercial Phase II Amendment as legally described in the extension agreement.

Discussion

Commissioner O'Loughlin asked what infrastructure has already been installed. Planner Morell-Gengler stated a large water main has been extended to the subdivision, a regional lift stations and wastewater mains have been upgraded; the intersection into the subdivision off of Highway 12 was improved and a traffic light installed, the subdivision is anticipated to connect to the South Interchange and other connectively has been installed, a number of detention ponds have been installed and a developed city park was donated to the city.

Engineer Leland noted the water main was connected from Nob Hill to the property.

Commissioner O'Loughlin noted there have been a series of policy changes since preliminary plat. Planner Morell-Gengler noted the stated laws in effect at the time of preliminary plat, they stay with the preliminary plat; conditions cannot be added to the preliminary plat with an extension. State law also allows the commission to deny the extension of the preliminary plat. The applicant is aware of the law and is revising the preliminary plat to address those changes.

Commissioner Noonan noted this subdivision has consistently had thoughtful planning, worked well with the city and has installed improvements that were not required. The park that was developed and given to the city was a huge gesture.

Public Testimony

Mayor Collins opened the public hearing and called for anyone wishing to address the commission.

There being no persons wishing to address the commission, Mayor Collins closed the public portion of the hearing.

Motion

Commissioner Farris-Olsen moved approval of extending the conditional preliminary plat approval until May 7, 2020, for the Crossroads Amendment at Mountain View Meadows Subdivision including the Commercial Phase II Amendment as legally described in the extension agreement. Commissioner O'Loughlin seconded the motion. All voted aye, motion carried.

Public Communications

PUBLIC COMMUNICATIONS

Andy Fierra, 731 5th Avenue, Helena Youth Against Gun Violence, reported there will be a National Town Hall for Our Lives Event

on Friday, April 27 at 5:30 at the Helena Middle School. He noted all of the congressional candidates have been invited to attend and he extended the invitation to mayor and commissioners and asked them to promote the event.

Commissioner Farris-Olsen and Mayor Collins thanked Mr. Fierra for organizing the event.

Jeannie Meyer, 504 W. Main, expressed concerns with the traffic in front of her house that is on a blind curve. The speed limit is currently 35mph and she believes it creates a safety concern. It is also a safety concern for bikes and pedestrians. Ms. Meyer stated her concern is if West Main is going to be reconstructed, it is her understanding that there are no plans to remove the blind curve. She asked the commission to consider lowering the speed limit to 25 mph and possibly install a flashing sign notifying vehicles of blind driveways.

Commissioner Noonan stated he has the same personal experience and that is a very dangerous curve and speed is a factor.

Commissioner O'Loughlin asked if staff has any thoughts on Ms. Meyer's comments. She appreciates her appearing before the commission. Manager Alles noted this project has been bid out; he will talk with staff to see if anything can be done to address the issues brought up by Ms. Meyer. MDT would have to approve any speed reduction. Engineer Leland noted construction will begin on April 30th; there will be some design changes to the curve; however, there isn't much right of way to work with. There will be a flashing sign for the speed limit and after the project is complete, staff will look to see what other safety measures could be installed.

Commissioner O'Loughlin stated 35mph seems fast for a residential area; she would support starting the process to lower the speed limit. Mayor Collins concurred.

**Meetings of
Interest**

MEETINGS OF INTEREST

The Administrative Meeting is scheduled for May 2, City-County Joint Work Session is May 3, and the next Commission Meeting is May 7, 2018.

Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 6:50 p.m.

/S/ WILMOT COLLINS
MAYOR

ATTEST:

/S/ DEBBIE HAVENS
CLERK OF THE COMMISSION

December 13, 2024

City of Helena Planning Commission
316 N Park Ave
Helena, Montana 59601

RE: *APPEAL OF CITY MANAGER'S DECISION TO DENY APPLICANTS'
VARIANCE REQUEST AND REQUEST FOR RECONSIDERATION*

To whom it concerns:

Applicants David and Shelly Pinto [the Pintos], by and through their undersigned counsel, allege as follows:

PARTIES

1. David and Shelly Pinto are domiciled in Helena, Montana. Shelly Pinto grew up in the house across from the property at issue in this appeal.
2. In July, 2023 the Pintos bought property located at 1208 LeGrande Cannon Boulevard in Helena, Montana. This address was formerly referred to as 600 Cleveland Street.

HISTORY OF THE MATTER & JURISDICTION

3. In May, 2024 the Pintos applied for and received a construction permit to remodel the house and outbuildings currently occupying the LeGrande property. As is standard procedure, the permit requires sidewalks to be installed on both sides of the property nearest to LeGrande Cannon Boulevard and Cleveland Street. *See* Exhibit 1, Pinto Construction Permit. These

sidewalks are required to comply with current sidewalk engineering principles and the Americans with Disabilities Act (ADA). Helena City Code, § 7-4-2(B)(f).

4. On July 22, 2024, the Pintos submitted an application requesting a variance from Title 7, Chapter 4, Section 2 of the Helena City Code. *See Exhibit 2, Pinto Sidewalk Variance Application.* Specifically, the Pintos requested not to install sidewalks along LeGrande Cannon Boulevard and Cleveland Street.

5. On September 10, 2024 the City Manager's agent notified the Pintos that their variance application was denied regarding Cleveland Street and denied in part regarding LeGrande Cannon Boulevard but offered to defer installation of the sidewalk along LeGrande Cannon if they would agree to install a sidewalk along Cleveland Street. The City Manager's agent told the Pintos that he would wait to hear back from them to finalize the decision. *See Email Exchange with Mark Young, Exhibit 3.*

6. The Pintos responded to the City Manager's agent on November 27, 2024, requesting that the City also allow the Pintos to defer installation of the Cleveland Street sidewalk based on their property's unique circumstances. Specifically, the Pintos sought to defer installation of both the LeGrande Cannon and Cleveland sidewalks until a neighborhood-wide sidewalk installation plan was implemented by the City. The Pintos also expressed their concern that the requested sidewalk on Cleveland Street would be unsafe given the steepness of the street, especially considering the fact that this sidewalk would not connect to any other sidewalks. *See Email Exchange with Mark Young, Exhibit 3.*

7. On December 2, 2024, the City Manager's agent notified the Pintos that the City Manager's decision was final. *See Email Exchange with Mark Young, Exhibit 3.*

8. The Pintos received a final administrative land use decision denying their request to defer installation of the Cleveland Street sidewalk until a uniform sidewalk installation plan was implemented by the City on December 2, 2024. *See* Email Exchange with Mark Young, Exhibit 3.

9. The City Planning Commission has jurisdiction over this appeal pursuant to § 76-25-503(3), MCA.

10. The Pintos appeal the City Manager's decision to deny their request to defer the installation of the Cleveland Street sidewalk, which is the same thing the City Manager agreed to do for the LeGrande Cannon Boulevard sidewalk, until either a Special Improvement District (SID) or other neighborhood-wide sidewalk installation plan is implemented by the City.

STATEMENT OF THE CASE

11. The Pintos reallege the preceding paragraphs.

The Pintos' property is uniquely situated.

12. The Pintos' property is the southernmost property on Cleveland Street. *See* Exhibit 4.

13. The southern portion of Cleveland Street approaches Mount Helena. Consequently, the south end of Cleveland Street is very steep. *See* Exhibit 4.

14. There are currently no sidewalks installed along Cleveland Street, on either side of the street, until the block on which CR Anderson Middle School is located. The Middle School is located on a much flatter portion of Cleveland Street. *See* Exhibit 4.

15. There are five blocks on Cleveland Street between the Pintos' property to the South and the Middle School to the North, none containing sidewalks. *See* Exhibit 4.

16. The Pintos' property does not occupy the entire southernmost block of Cleveland Street. To the North (downhill), there is an alleyway and then another property before there is another street. That downhill property does not have sidewalks installed along Cleveland Street. *See Exhibit 4.*

17. If the Pintos installed the sidewalk along Cleveland Street at this time, the sidewalk would terminate on the downhill side of their property at the gravel alleyway. *See Exhibit 4.* The sidewalk would not connect to any other sidewalk.

Based on the property's location, it would be impossible for the Pintos to install an ADA-compliant sidewalk along Cleveland Street.

18. The building permit the Pintos received requires that the sidewalks the Pintos install comply with the Americans with Disabilities Act. *See Email Exchange with Mark Young, Exhibit 3.*

19. Pursuant to the American Disabilities Act, as discussed in the Montana Department of Transportation's 2021 ADA Transition Plan Update, Montana's standards for ADA compliant sidewalks require a maximum sidewalk gradient of 5 percent. *See Montana ADA Transition Plan, <https://www.mdt.mt.gov/pubinvolve/ada/docs/ADATransitionPlan-FINAL-withAppendices.pdf>, at page 6.*

20. The portion of Cleveland Street the City proposes the Pintos install a sidewalk on is far steeper than 5%. *See Letter from Layton Sysum, Exhibit 5.* In fact, it would be the steepest sidewalk that Layton Sysum, the Pintos' general contractor, will have installed over his 34 year-long career. *Id.*

21. As the City Manager's decision currently stands, it is impossible for the Pintos to install an ADA-compliant sidewalk because of the significant difference between the Street's natural gradient and the maximum gradient allowable pursuant to ADA guidelines.

Based on the property's location, it would be unsafe to install a sidewalk along Cleveland Street.

22. If the Pintos installed the sidewalk with ADA-compliant ramps along Cleveland Street, it would terminate at the gravel alleyway on the downhill side of the property.

23. If the Pintos installed the sidewalk with ADA-compliant ramps as proposed by the City Manager, pedestrians, including those using wheeled equipment, will use the sidewalk.

24. If the Pintos install the sidewalk, there is a significant risk that pedestrians, especially those using wheeled equipment, could be seriously injured due to the steep gradient at which the sidewalk would be installed and also due to the abrupt termination of the sidewalk halfway through the block.

25. When traveling downhill, pedestrians utilizing the sidewalk would be led directly into the gravel alleyway or, due to the steepness of Cleveland Street, could be traveling fast enough to collide with the downhill neighbor's yard or fence.

26. The Pintos are especially concerned about pedestrians who would travel on the sidewalk with wheeled equipment. The sidewalk would lead them directly into the gravel alleyway or into the downhill property owner's yard.

27. The Pintos are very concerned that, under these conditions, pedestrians using the sidewalk could be seriously injured, potentially resulting in liability for the Pintos and the City.

28. The risk of serious injury is compounded in wintertime, when snow piles created from traffic using the alleyway create impenetrable ice piles. A pedestrian using wheeled equipment who utilizes the sidewalk in wintertime would hit these piles and risks losing control over their equipment. A pedestrian in such a scenario would crash right into the alleyway or downhill neighbor's property.

29. Pedestrians using wheeled equipment would be subject to a materially higher probability of gaining too much speed on the steep sidewalk before hitting gravel or snow in the alleyway before careening into the downhill neighbor's yard.

30. Under these circumstances, installing a sidewalk along their property adjacent to Cleveland Street is unsafe.

Under these circumstances, the Pintos would bear excessive legal burden if they installed the sidewalk.

31. If the Pintos installed the sidewalk, it would be extremely difficult to maintain, especially during wintertime, to ensure pedestrians using it did not slip, slide down, or fall on the sidewalk.

32. Due to the steepness of the sidewalk, the severity of slips and falls increases, which further adds to the Pintos concerns about personal liability they could incur if they install this sidewalk.

33. The Pintos are aware of this heightened liability. When they found out their concerns were shared by their general contractor, they requested variances. *See generally* Letter from Layton Sysum, Exhibit 5.

//

The Pintos support implementation of a neighborhood-wide sidewalk installation plan and would agree to install sidewalks at the time of its adoption.

34. The Pintos have educated themselves on various sidewalk movements occurring in Helena and other cities. They fully appreciate the need for accessibility and safety in the City, especially around neighborhoods where schools are located.

35. After attending the City Commission Meeting on November 13, 2024, the Pintos also understand that the City is prioritizing the installation of sidewalks throughout the city to increase accessibility and safety.

36. While there is currently no SID or other neighborhood-wide sidewalk implementation plan that includes the Pintos' property or their neighborhood, they understand that the City is preparing to take such actions, or similar actions, to update the adequacy and ADA compliance of sidewalks throughout the City, especially in priority neighborhoods where schools are located.

37. Due to this pendency, the Pintos respectfully request to defer installation of the sidewalk along Cleveland Street until such time that the City finalizes a comprehensive sidewalk installation plan that addresses the compliance and safety issues the Pintos have raised in this appeal.

38. Deferring the installation of the Cleveland Street sidewalk until the time when the Pintos' downhill neighbor installs a sidewalk would also lessen – though not eliminate – the Pintos' concerns regarding the sidewalk's steepness and disjointedness.

39. Under a neighborhood-wide sidewalk installation plan, the Pintos would agree to install both sidewalks, in accordance with such a plan.

PRAYER FOR RELIEF

The Pintos pray for reconsideration of their request and granting of the following relief:

1. A variance granting the Pintos permission to defer the installation of the sidewalk along Cleveland Street, subject to the Pintos signing a waiver of their right to protest any future SID or neighborhood-wide sidewalk plan and filing it with the County Clerk and Recorder's office at their own cost.
2. Confirmation that the Pintos have been granted a variance to defer the installation of the sidewalk along LeGrande Cannon Boulevard, subject to the Pintos signing a waiver of their right to protest any future SID or neighborhood-wide sidewalk plan and filing it with the County Clerk and Recorder's office at their own cost. The Pintos would also revise their property's site plan reflecting no sidewalks along LeGrande Cannon Boulevard and Cleveland Street for the time being.

Sincerely,

CROWLEY FLECK PLLP

Morgan Pettit

JOHN W. (JUSTIN) HARKINS IV
MORGAN E. PETTIT
490 North 31st Street, Suite 500
P.O. Box 2529
Billings, MT 59103-2529
Main: (406) 252.3441
Direct: (406) 255.7306
Fax: (406) 259.4159
jharkins@crowleyfleck.com

BUILDING INSULATION CERTIFICATE

Insulation Description (Please Print)

Foundation Wall-Basement/Crawl space Batt or Blanket Type _____ Loose Fill Type _____ Spray Foam Type _____ Manufacturer _____ Thickness (in) _____ R-value _____	EXTERIOR WALLS-CAVITY INSULATION (Including Garage Seratation Wall) Batt or Blanket Type _____ Loose Fill Type _____ Spray Foam Type _____ Manufacturer _____ Installed Thickness (in.) _____ # Bags _____ Settled Thickness (in) _____ R-value _____ Contractor's min. installed weight/ft2 _____ lb. Mfg's Installed wt/s.f. to achieve R-Value _____
UNDER FLOOR SLAB/PERIMETER Material _____ Manufacturer _____ Thickness (in) _____ R-Value _____	EXTERIOR WALLS-CONTINUOUS INSULATION Material _____ Manufacturer _____ Thickness (in) _____ R-Value _____
RAISED FLOOR Batt or Blanket Type _____ Loose Fill Type _____ Spray Foam Type _____ Manufacturer _____ Thickness (in) _____ R-value _____	Roof and/or Ceiling Area (s.f.) Batt or Blanket Type _____ Loose Fill Type _____ Spray Foam Type _____ Manufacturer _____ Installed Thickness (in.) _____ Settled Thickness (in) _____ # Bags _____ Contractor's min. installed weight/ft2 _____ Mfg's Installed wt/s.f. to achieve R-Value _____
Interior Knee Walls (between conditioned/non conditioned space) Batt or Blanket Type _____ Loose Fill Type _____ Spray Foam Type _____ Manufacturer _____ Installed Thickness (in.) _____ # Bags _____ Settled Thickness (in) _____ R-value _____ Contractor's min. installed weight/ft2 _____ lb. Mfg's Installed wt/s.f. to achieve R-Value _____	

I hereby certify that the above insulation was installed in the building at the above location in conformance with the current adopted energy code of Montana.

GENERAL CONTRACTOR SIGNATURE: _____ **DATE:** _____

INSULATION CONTRACTOR SIGNATURE: _____ **DATE:** _____

IMPORTANT NOTICES

EXPIRATION:

Every permit issued by the building official shall expire if the building or work authorized by the permit has not commenced within 180 days from the date of permit issuance. When work authorized by the permit is suspended or abandoned for a period of 180 days the permit expires. When the time between required inspections will exceed 180 days, a progress inspection must be requested within 180 days of the last inspection to assure keeping the permit active.

When a permit has expired, work is not to recommence without first obtaining a new permit. When changes have been or will be made in the original plans or specifications or abandonment has exceeded one year, a new plan check and full fees are required.

By the issuing of this building permit, the City of Helena makes no warranty or representation of any kind or in any manner as to the suitability of the Applicant's site for construction of the improvements authorized hereby. The builder, owner, or their agents are encouraged to investigate the suitability of this site to house the improvements authorized hereby. Particularly, the owner and the builder are encouraged to investigate the availability of water and sewer services, and the freedom of the site from storm water runoff problems.

PLEASE NOTIFY DIVISION IF WORK IS ABANDONED

REQUIRED INSPECTION(S):

SEE OTHER SIDE FOR LISTING

OTHER INSPECTIONS:

In addition to the called inspections specified, the Building Official may require other inspections of construction work to ascertain compliance with the provisions of Codes and laws enforced by this Division or other City Divisions.

RE-INSPECTION (S):

A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for have not been made.

This subsection is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection.

Re-inspection fees may be assessed when the permit card is not properly posted on the work site, the approved plans and documents are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans and specifications.

To obtain a re-inspection, the applicant shall file an application in writing upon a form furnished by this Division, and pay the re-inspection fee.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid in full.

ALL WORK DONE SHALL COMPLY WITH CURRENTLY ADOPTED EDITON OF BUILDING, RESIDENTIAL, MECHANICAL, ELECTRICAL, PLUMBING, FIRE CODES, THE ORDINANCES OF THE CITY OF HELENA AND LAWS OF THE STATE OF MONTANA. ANY BUILDING, ELECTRICAL, PLUMBING OR MECHANICAL INSTALLATION MAY BE INSPECTED DURING NORMAL WORKING HOURS. WHEN A CHECK IS TENDERED FOR PAYMENT OF FEES AND THE CHECK IS NOT HONORED WHEN PRESENTED FOR PAYMENT, PERMIT WILL BE REVOKED.

CONTINUED REMARKS & CORRECTIONS:

From: Mark Young <MYOUNG@helenamt.gov>
Date: December 2, 2024 at 8:24:09 AM HST
To: David Pinto <davidajpinto@gmail.com>
Cc: dramos@helena.gov, David Knoepke <DKNOEPKE@helenamt.gov>, Layton Sysum <LSysum@sysumhome.com>
Subject: RE: 1208 LeGrande Cannon - Sidewalk Variance Request

Mr. Pinto,

As I stated in my previous email, this matter has been considered. Typically the deferral/waiver option is reserved for unimproved streets (see City Code section 7-4-2.B.1.g). In this case however, deferral was approved for the installation of sidewalk along LeGrande Cannon Boulevard but deferral was denied for the installation of sidewalk along Cleveland Street. If accepted, this change will require a revised site plan reflecting no sidewalk along LeGrande. I was waiting to hear back from you on concurrence with the LeGrande sidewalk deferral before finalizing the waiver regarding the same.

For Transportation Systems Department approval at final inspection, the sidewalk along Cleveland and curb ramps at the corner must be installed and a waiver signed or sidewalk installed along LeGrande Cannon. Please let me know if I should send the waiver for the LeGrande frontage or not.

Regards,



Mark Young, P.E.

Transportation Engineer, City of Helena
(406) 447-8099 | myoung@helenamt.gov
helenamt.gov
3001 E. Lyndale Avenue, Helena MT 59601

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To request an accommodation or alternate information format, please contact the Community Development Department/Planning Division at: Voice: 406-447-8490 | TTY: 1-800-253-4091|Relay: 711 Email: citycommunitydevelopment@helenamt.gov

From: David Pinto <davidajpinto@gmail.com>
Sent: Wednesday, November 27, 2024 10:24 AM
To: Mark Young <MYOUNG@helenamt.gov>
Cc: dramos@helena.gov
Subject: Re: 1208 LeGrande Cannon - Sidewalk Variance Request

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

Dear Mr. Young,

I am requesting to defer the installation of the sidewalk along Cleveland Street for the following reasons:

- My property at 1208 LeGrande Cannon is located at the south end of Cleveland Street. My property is the southernmost property on Cleveland Street. There are currently no sidewalks installed along Cleveland Street, on either side of the street, until the block on which CR Anderson Middle School is located. There are five blocks on Cleveland Street, where no sidewalks exist, between my property to the South and the school to the North. Thus, there would be an approximately five-block disconnect between the closest sidewalk on Cleveland Street and the sidewalk you propose I install.
- The southern portion of Cleveland Street approaches the base of Mount Helena. Consequently, the south end of Cleveland Street, like most streets similarly situated in the area, is very steep. I've spoken to my contractor about installing this sidewalk, and he reports that it would be the steepest sidewalk he has ever installed. Please let me know if you'd like to discuss this with him in more detail.
- My property does not run the entirety of the block along Cleveland. To the south (downhill), there is an alleyway and then another property before there is another street. That property does not have sidewalks installed along Cleveland Street.
- If I were to install the sidewalk along Cleveland Street at this time, the ADA compatible sidewalk would terminate at the gravel alleyway, on the downhill side of the property.

- If I were to install the sidewalk along Cleveland Street at this time, I am very concerned that pedestrians using the sidewalk could be seriously injured due to the abrupt termination of the sidewalk halfway through the block. I am especially concerned about those pedestrians traveling on the sidewalk on wheeled equipment. The sidewalk would lead them directly into the gravel alleyway or into the downhill property owner's yard. In either scenario, there is a risk that their wheels could get caught in the gravel or in the downhill property owner's yard, leading to a serious accident. This risk is compounded in wintertime, when snow piles created from use of the alleyway could create an impenetrable obstacle between the sidewalk on my property, the alleyway, and Cleveland Street.
- I am very concerned about the liability that could attach to me and my property personally if a serious accident were to occur because of the sidewalk.
- After attending the City Commission Meeting on November 13, 2024, I understand that the City is prioritizing the installation of sidewalks throughout the city to increase accessibility and safety. I understand the need for accessibility and safety is especially present in neighborhoods around schools.
- There is currently no Special Improvement District that includes my property or my property's neighborhood. I understand that the City is preparing to take such actions, or similar actions, to update the adequacy and compliance of sidewalks throughout the City, especially in priority neighborhoods where schools are located.
- Due to this pendency, I fully believe that deferring the installation of the sidewalk along Cleveland until such time that the City finalizes a comprehensive sidewalk installation plan is appropriate in this case. Deferring the sidewalk installation until a time when my downhill neighbor installs a sidewalk along Cleveland Street would alleviate my concerns regarding the sidewalk's disjointedness. It would also allow the City to come up with a well-organized plan that comprehensively addresses these safety concerns.
- Under a neighborhood wide sidewalk installation plan, I would not be opposed to installing the sidewalk pursuant to the plan.

Accordingly, I request to defer the installation of the sidewalk on my property that runs adjacent to Cleveland Street until such time when the City implements either a SID or other neighborhood-wide sidewalk improvement plan.

If these terms are acceptable to you, I will agree to waive my right to protest any future road or sidewalk SID that includes either LeGrande Cannon or Cleveland streets and will sign a waiver that provides as much. I will record the waivers with the County Clerk and Recorder's office at my own cost.

Respectfully,

David Pinto

On Tue, Sep 10, 2024 at 4:05 PM Mark Young <MYOUNG@helenamt.gov> wrote:

Mr. Pinto,

I apologize for the delay in getting back to you on your sidewalk variance request.

The City Manager has denied your request to not install sidewalk along your property frontage on Cleveland Street. The sidewalk, including double ADA curb ramps, must be installed along Cleveland.

The City Manager has approved your request to defer the installation of your sidewalks along LeGrande Cannon Blvd under one condition; that you sign a waiver of your right to protest any future road/sidewalk SID (Special Improvement District) for LeGrande Cannon. If you are OK with that, then I will get the waiver written up for you to review and sign, otherwise you will need to plan on installing sidewalk as shown on the approved plan. Please let me know your preference.

Regards,

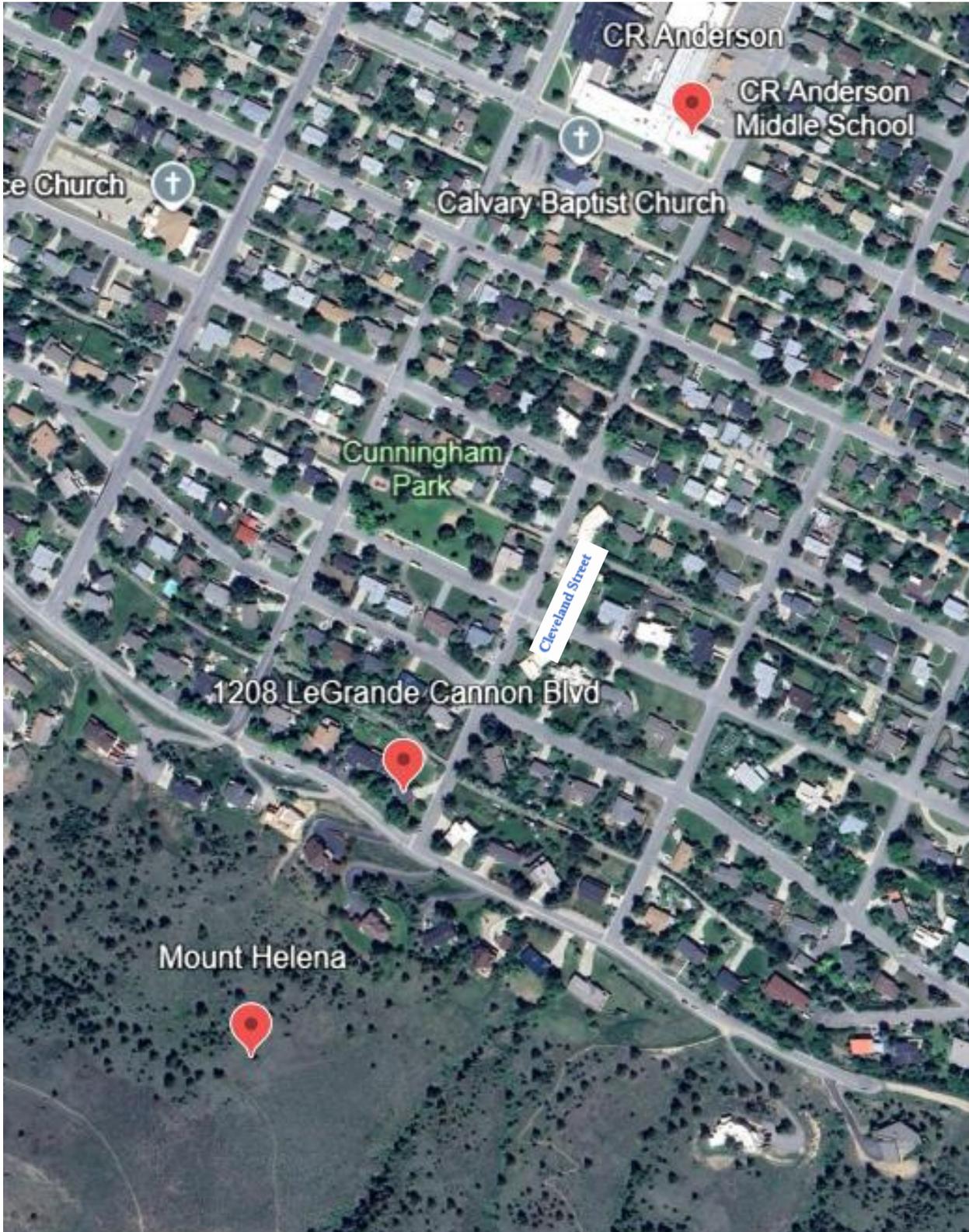
<image001.jpg>

Mark Young, P.E.
Transportation Engineer, City of Helena
(406) 447-8099 | myoung@helenamt.gov
helenamt.gov
3001 E. Lyndale Avenue, Helena MT 59601

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Property Location and Photographs



Steepness of the Property



View Down Cleveland Street



Downhill Alley and Neighboring Property







No Sidewalks on either side of Cleveland Street for at least 5 blocks



Concerning The Pinto Home at 1208 Le Grande Cannon Blvd

Layton Sysum, Sysum Construction Inc.

Bachelor of Science in Mechanical Engineering Technology, Montana State University Bozeman

3 years Boeing Commercial Airplane Group, Tool and Mechanical Handling Design Engineer.

34 Years Sysum Construction building Single Family Residential Homes and Multi Family Homes

It is my opinion as follows.

The sidewalk along Cleveland St for 1208 Le Grande Cannon Blvd should not be built.

The topography is not conducive to a proper sidewalk being installed which is why there is not already a sidewalk. This is not a new home it was a crumbling older home that was removed and a newer home is being put in its place.

The neighboring homes do not have sidewalks along Cleveland St.

This would be a sidewalk to nowhere.

This in itself creates a danger putting pedestrians in the street with nowhere to go.

However that is not the worst problem, the steepness at the top of Cleveland is the worst problem.

This sidewalk will be 11-13%, far exceeding any sidewalk we have ever installed.

This will be uncomfortable and dangerous especially in the winter for most any pedestrian.

It will be even worse for ADA persons and older persons. ADA cross slope is to be less than 2% yet this would be allowed?

When a person finds themselves uncomfortable and attempts to turn around, they will fall down.

This sidewalk will be impossible to maintain in the winter.

Whoever attempts to shovel this sidewalk, will fall and hurt themselves.

My concrete flatwork subcontractor has indicated an unwillingness to produce this sidewalk.

I suggest not creating this sidewalk but if the City of Helena insists, we will require a release of liability for its design, location, and the danger it presents.

Sincerely

Layton Sysum

A handwritten signature in black ink, appearing to read 'Layton Sysum', with a long horizontal flourish extending to the right.

City of Helena, Montana

12/27/2024

To: Mayor Collins and the Helena City Commission

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

Subject: Consider a Resolution distributing Downtown Urban Renewal District Tax Increment Financing funds to Stockman Financial Corporation for costs associated with demolition activities at 1020 North Last Chance Gulch.

Present Situation: On December 17, 2024, Mike Tuss, an architect hired on behalf of Stockman Financial Corporation, submitted an application for Downtown Tax Increment Financing (DTIF) funding in the amount of \$6,450 for hazardous materials abatement at 1020 N. Last Chance Gulch. The present application will address removal of lead and asbestos-containing materials in advance of future demolition and more extensive abatement activities on the underperforming property. Once complete, the bank will work to redevelop 1020 N. Last Chance and the two adjacent properties in their ownership for the development of a new four- to five-story bank building. The applicant will be submitting applications at future stages of development, where applicable, for DTIF funding.

Due to the dissolution of the previously existing Downtown Tax Increment Financing Advisory Board on November 4, 2024, and the fact that the new city-wide Tax Increment Financing Board has not yet been fully constituted, the Stockman Bank DTIF application has not been reviewed by an advisory board for a formal recommendation. However, Community Development staff recommend the application for full funding approval due to its conformance with the Downtown Urban Renewal District Plan. The present abatement project activities that Stockman Bank seeks funding for with this TIF request total \$12,900, making the DTIF request 50% of the total cost of TIF-eligible abatement activities. As of the time of application, the total project pre-development costs, inclusive of the man-made hazardous materials abatement in the building at 1020 N. Last Chance Gulch, exceed \$1,800,000.

Background Information: The Downtown Urban Renewal District Plan's intent is to eliminate "blight" and encourage redevelopment in the district using tax increment financing (TIF) as specified by State Law. Under MCA 7-15-4288, costs incurred in connection with the redevelopment activities (as allowed under 7-15-4233) are eligible for TIF funding when they clearly serve a public purpose in alignment with the Constitution of the State of Montana. MCA 7-15-4233(h), in turn, allows municipalities to "improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area," as in the present instance. Further, this project aligns with the DURD Plan, which has established goal to "[p]rovide for demolition and site preparation as needed to upgrade properties." As such, the proposed project wholly aligns with the goals and objectives of the DURD Plan.

Proposal/Objective: To grant Stockman Financial Corporation \$6,450 in Downtown TIF financing toward abatement costs associated with demolition activities for property located at 1020 N. Last Chance Gulch.

Advantage: Stockman Bank's abatement funding request will help pave the way for future demolition and redevelopment of an underperforming property at the gateway to the DURD and subsequent growth of the district's job and tax generation potential. Further, abatement activities will improve public health through the removal of man-made hazardous materials.

Notable Energy Impact: N/A

Disadvantage: N/A

Quasi-Judicial Item: True

Notice of Public Hearing: False

**Staff Recommendation/
Recommended Motion:** Move to approve a Resolution distributing Downtown Urban Renewal District Tax Increment Financing funds to Stockman Financial Corporation for costs associated with demolition activities at 1020 North Last Chance Gulch.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

A RESOLUTION DISTRIBUTING DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING FUNDS TO STOCKMAN FINANCIAL CORPORATION FOR COSTS ASSOCIATED WITH DEMOLITION ACTIVITIES AT 1020 NORTH LAST CHANCE GULCH

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

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

WHEREAS, the Downtown Urban Renewal Plan includes a goal to "upgrade underperforming properties;"

WHEREAS, Ordinance Nos. 3242 authorized the segregation and application of tax increments received from within the Downtown Urban Renewal District to be used to directly pay for costs of approved urban renewal projects and programs consistent with §7-15-4288, MCA;

WHEREAS, under § 7-15-4288, MCA, costs incurred in connection with redevelopment activities, defined by §7-15-4233, are eligible

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. _____

for tax increment funds, allowing municipalities to "improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area" under § 7-15-4233(i), MCA;

WHEREAS, the applicant, Stockman Financial Corporation, proposes a project that will abate asbestos- and lead-containing materials in the underperforming structure at 1020 N. Last Chance Gulch prior to more extensive demolition activities and eventual site redevelopment (the "Project");

WHEREAS, the total cost of the Project is estimated to be twelve thousand, nine hundred dollars (\$12,900);

WHEREAS, Stockman Financial Corporation, have requested disbursement of six thousand, four hundred fifty dollars (\$6,450) of Downtown Urban Renewal District tax increment funds for the Project.

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

Section 1. The Helena City Commission finds:

- A.** The Project is located within the established boundary of the Downtown Urban Renewal District.
- B.** The Project constitutes an allowable cost, pursuant to § 7-15-4288, MCA, eligible to be paid by tax increment

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Resol. _____

financing funds.

C. The Project conforms to the goals and priorities stated in the Downtown Urban Renewal District Plan.

Section 2. The City shall distribute six thousand, four hundred fifty dollars (\$6,450) to Stockman Financial Corporation, payable from the tax increment financing funds generated to date by the Downtown Urban Renewal District.

Section 3. Prior to distribution of funds, Stockman Financial Corporation must enter into an agreement acceptable to the City.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 27th DAY OF JANUARY, 2025.

MAYOR

ATTEST:

CLERK OF THE COMMISSION



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

Project Name: _____ Date Submitted: _____

APPLICANT INFORMATION

Name (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____

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

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

PROJECT INFORMATION

Building Address: _____

Legal Description: _____

PROPERTY OWNER INFORMATION

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

Property Owner (First & Last): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Other: _____

Email: _____



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

PROJECT ARCHITECTURAL FIRM INFORMATION (WHERE APPLICABLE)

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

PROJECT FINANCIAL LENDING INSTITUTION (WHERE APPLICABLE)

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

PROJECT CONTRACTOR INFORMATION (WHERE APPLICABLE)

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

DESCRIPTION OF PROJECT

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

PROJECT RENDERINGS (IF APPLICABLE)

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



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

TOTAL COST OF THE PROJECT

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

PROPERTY OWNERSHIP

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

JOB CREATION

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

PROJECT COMPLETION

What is the expected completion date of the project?

PROPERTY TAXES

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



PROJECT COST & FINANCING SECTION

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

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

PROJECT COST WORKSHEET

Professional Services

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

Construction/Rehabilitation Costs

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

Printing, Advertising, etc.

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

Other Miscellaneous Costs

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

TOTAL PROJECT DEVELOPMENT COSTS

Total \$ _____



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

PROJECT FINANCING WORKSHEET

Owner/Developer Investment

Total applicant investment in the project \$ _____

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

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

Request for Eligible items

Total TIF Request \$ _____

TOTAL PROJECT FINANCING \$ _____

Project Narrative – Demolition of 1020 North Last Chance Gulch

1. DESCRIPTION OF PROJECT

Stockman Bank owns the three properties that make-up the southwest corner of the intersection of Lyndale and North Last Chance Gulch.

1000 North Last Chance Gulch is vacant. Most recently, it housed the offices of Stockman Insurance.

1020 North Last Chance Gulch is an “underperforming property” which is also vacant. Most recently it was used for storage after being operated as a muffler shop. Historically, it was an automobile service station. Soils on the site have been contaminated by petroleum. Several underground storage tanks still exist.

5 West Lyndale is an active Stockman Bank branch.

Stockman will demolish the three buildings and remediate soil contamination.

In the Spring of 2026, Stockman intends to begin construction. The project is currently in Conceptual Design. Designs include a 4 or 5-story bank / tenant office building with an attached 3-level parking structure. Initially, Stockman will likely occupy the first two levels of the building. Tenant office space will occupy upper floors. The top floor may contain meeting and social spaces to be used by the bank and tenants, and possibly the community. The top floor will have an outdoor terrace and indoor spaces featuring fantastic 360-degree views of the valley.

The building exterior will incorporate Stockman’s signature elements of a stone base, polychrome brick walls capped by a precast concrete cornice, and a multi-story green glass curving lobby wall with steel cornice. The building will not be a twin of any other Stockman bank, but will be clearly recognizable as a member of the Stockman family.

Stockman intends for this building to be a landmark project, professing its belief in Helena’s future and celebrating its location as the gateway into Downtown.

At this time, we anticipate submitting three TIF applications within the next 18 months.

This, the first application, is associated with the impending hazardous materials abatement at 1000 and 1020 North Last Chance Gulch. This work should occur in December 2024 and January 2025.

A second application will be submitted for demolition of the buildings at 1000 and 1020 North Last Chance Gulch. Originally, we intended to combine the first two applications. However, we recently learned that the location of the curb stop for the water line to 1020 cannot be found by the contractor or the City. The City believes it may be under the pavement at the intersection of North Last Chance Gulch and Lyndale which will require a MDT permit to excavate to the water line. It is possible the building demolition may not be completed until the weather warms-up in the spring.

A third application will be submitted for TIF eligible improvements associated with the building construction project starting in the Spring of 2026.

a. Compliance with the Downtown URD Plan

The Downtown Urban Renewal District Goals and Objectives

Goal #3: Upgrade Underperforming Properties

1. Develop vacant lots and encourage upgrades to under-performing property gaps

6. Provide for demolition and site preparation as needed to upgrade properties p.21 URD

According to Ellie Ray, 1020 North Last Chance Gulch is an “underperforming property”; only it will be eligible for TIF funding.

The URD Plan states, “Last Chance Gulch and Lyndale Avenue is an important gateway to the Downtown.” p. 18

This intersection as one of 8 “Key Focal Points” downtown. p. 20

This application complies with the Downtown URD Goal 3 by demolishing the vacant muffler shop in preparation for future construction. It enables Stockman to create a gateway project at the intersection.

b. Local Zoning and Other Requirements

The new development will comply with the DT Zone and be properly permitted through the City.

Variations are being sought to increase the zero lot line building setbacks so sidewalks can be widened to create a more pedestrian-friendly environment, improve aesthetics, and extend the multi-use path to North Last Chance Gulch.

See accompanying documents for Conceptual Design site plans and images.

c. Demolition / Deconstruction

None of the buildings are listed on the National Register of Historic Places.

Demolition of the buildings and site improvements at 1000 and 1020 North Last Chance Gulch will be done in the Winter or early Spring of 2025. A geotechnical investigation will be performed shortly after. Removal of contaminated soil will occur during excavation for the new bank building in the Spring of 2026.

Demolition of 5 West Lyndale will be done in the Spring of 2026 as part of the start of construction for the new building. Removal of the petroleum underground storage tanks will be done at this time, as part of the excavation for the new building.

d. Dislocation

Two of the existing buildings are vacant; therefore, no relocations are required.

The six bank employees in 5 West Lyndale will move to the new Stockman Bank on 11th and Roberts upon its completion, scheduled for the Fall of 2025. Moving these employees creates the opportunity to demolish the building in the Spring of 2026 and begin excavation and construction of the new bank.

2. LOGISTICAL CONSIDERATIONS

a. Project Feasibility

Stockman is committed to privately financing the project as it has done for all its projects.

b. Applicant's Ability to Perform

Since the year 2000, Stockman has successfully constructed over 30 banks across Montana. Banks of similar size in difficult downtown locations include Missoula and Billings. Currently, Stockman has banks under construction elsewhere in Helena, Columbia Falls, and Kalispell.

c. Timely Completion

Construction is anticipated to take approximately 2 years; starting Spring 2026 and finishing in the or Winter of 2028 or Spring of 2029. Stockman's Downtown Missoula project took 22 months.

d. Payment of Taxes

Tax payment is current.

Taxes are assessed for the three properties individually. In early 2025, the properties will be aggregated into one and will be assigned a single tax code.

3. ECONOMIC & COMMUNITY DEVELOPMENT POTENTIAL

a. Tax Generation

Estimated to be approximately \$350,000 annually based on 2024 tax rates.

To estimate the annual tax, the market value and 2024 tax assessments were recorded for eight similar bank and credit union properties in Helena. Four of the properties were in Downtown, two on Prospect, and two on Custer. The average tax per million dollars of valuation was calculated to be \$14,474.

Construction cost multiplied by a factor was used to estimate market value. An estimated construction cost of \$35 million was used. To determine the ratio of construction cost to market value, the market value of Stockman Bank Downtown Missoula was used. It was approximately 70% of the construction cost. The \$35 million construction cost for Downtown Helena was multiplied by a factor of 70% to get the estimated market value of \$24.5 million.

The \$24.5 million estimated market value multiplied by \$14,474 / million equals approximately \$350,000 annual tax assessment.

b. Relationship of Public and Private Investment

As of December 10, Stockman has invested \$1,828,903. The impending abatement project cost is expected to be about \$28,440, of which \$12,900 is TIF eligible. Therefore, assuming 50% TIF match of \$6,450, Stockman's total expenditure will be \$1,850,893. The ratio of private to public investment will be 287:1.

Though it is not possible to know the magnitude of the TIF eligible costs at this time, for the entire project, it is safe to assume the ratio of private to public investment will be quite large. For example, if there are \$1 million of eligible expenses, at a 50% match of \$500,000, and a construction cost of \$35 million, the ratio of public to private investment is 69 to 1.

c. Job Creation

The abatement project will not create new jobs. However, when complete, Stockman's new Downtown Helena bank will create jobs.

The existing Downtown bank has six full-time employees. Upon opening, the new Downtown location is estimated to create twenty full-time jobs, an increase of 14. More than thirty new jobs will be created over the first ten years of operation. These new jobs are in addition to the two other Stockman locations in Helena at the corner of Custer and Sanders, and the corner of 11th and Roberts. These two locations will provide roughly forty full-time positions. The combination of all three Stockman branches will provide a total of approximately 75 full time jobs over the next five to ten years. Stockman provides good wages with great working conditions, medical coverage, retirement, and other benefits.

e. Cost-Benefit Analysis of the Investment/Expenditure

Goal #3 of the Helena Downtown Urban Renewal District Plan is to upgrade under-performing properties and to provide for demolition and site preparation to upgrade the properties.

In this TIF application, the benefit to the TIF district is the removal of hazardous materials in 1020 North Last Chance Gulch, an under-performing property. The property occupies a highly visible location, acknowledged to be the gateway into Downtown. Yet, the building is vacant and the soils are contaminated by hydrocarbons. Demolition of the property will enable the construction of a striking new building. Removal of 8 underground storage tanks and contaminated soil will occur in the Spring of 2026, upon excavation for the new construction.

f. Health and Safety Concerns

The effect upon health and safety as a result of the impending demolition work is comparatively small in relation to the future project. It will remove asbestos-containing materials and lead paint. Soon thereafter, we intend to bring down the vacant buildings (Stockman struggled to control homeless occupiers, pigeons, and vermin in the vacant building at 11th and Roberts). However, demolition enables the future project which will have great positive impact on health and safety.

The future project will remove petroleum-contaminated soils. Not only is the contamination a health issue, it is a tremendous deterrent to anyone who might be interested in developing the property. Stockman has already invested a few years and tens of thousands of dollars in investigating and documenting the soils, and working with DEQ on remediation plans. Stockman has stepped-up and made the time and financial commitments to remediate the site and develop the property.

Stockman is pursuing a variance to the DT zone requirement of building to the lot line. Among reasons for the variance is enhancement of the streetscape, widening 5' sidewalks to be pedestrian-friendly and adding landscaping.

Along Lyndale, Stockman intends to widen the sidewalk to connect the multi-use path to North Last Chance Gulch; a connectivity goal in the URD Plan. The wider sidewalk will also improve safety along Lyndale, allowing more separation between pedestrians and vehicles. In the winter, when MDT plows

snow onto the sidewalk, the increased width will allow a safer walking/biking surface until Stockman has the opportunity to plow the walk.

At this time, Stockman is also interested in connecting the multi-use path to 16th Street. The idea to create this connection came from Mark Young, Transportation Engineer. This connection will be safer and much more pedestrian and bike-friendly than the Lyndale connection.

h. Density, Infill, and Adaptive Reuse

The project will greatly increase the density of the site.

Currently, the three properties combine for a total area of 44,202 square feet. There is 13,095 square feet of built space, 9,500 square feet of building footprint, and 38 vehicle parking spaces. The lot coverage (building footprint/site area) is 21%.

At this time, we believe the future project will include approximately 50,000 square feet of bank and office space with a footprint of 11,833 square feet. The footprint of the parking structure beyond the bank footprint is 20,822 square feet, with a total of 75,179 square feet on all three levels and 138 parking spaces plus a drive-up bank. The lot coverage of building and parking structure is 74%.

In summary, the amount of built square footage contained on the site increases from 13,095 to 125,179. The number of parking spaces increases from 38 to 138. The lot coverage increases from 21% to 74%.

i. Cost of Public Services

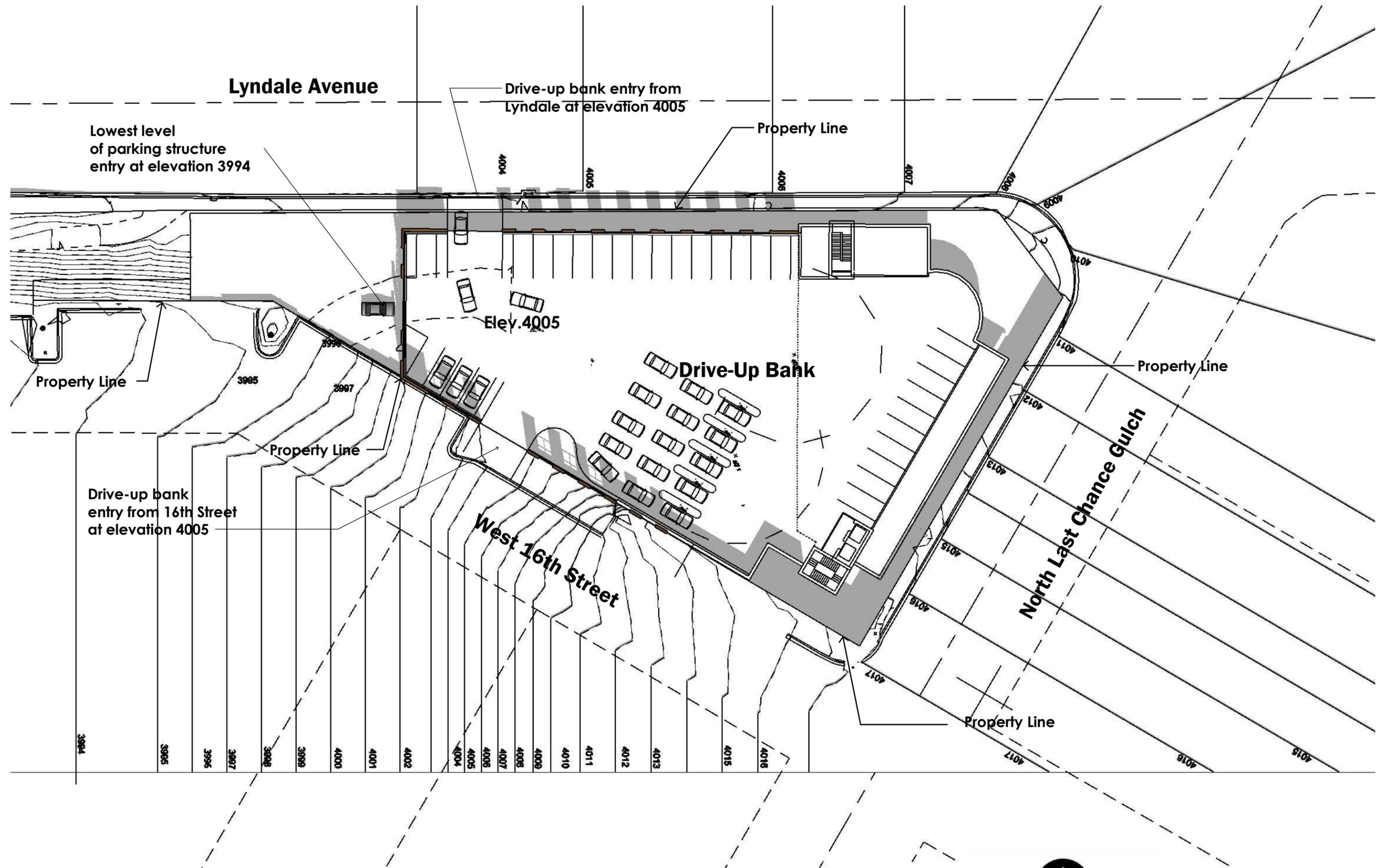
At this time, it appears all public services required to support the construction and operation of the new building are in place.

k. Conformance with Requirements for TIF Fund Expenditures

TIF eligible costs in this application are in conformance with MCA 7-15-4288 Item 2. Demolition and Removal of Structures.

**The Following images are conceptual only.
The final design may differ.**





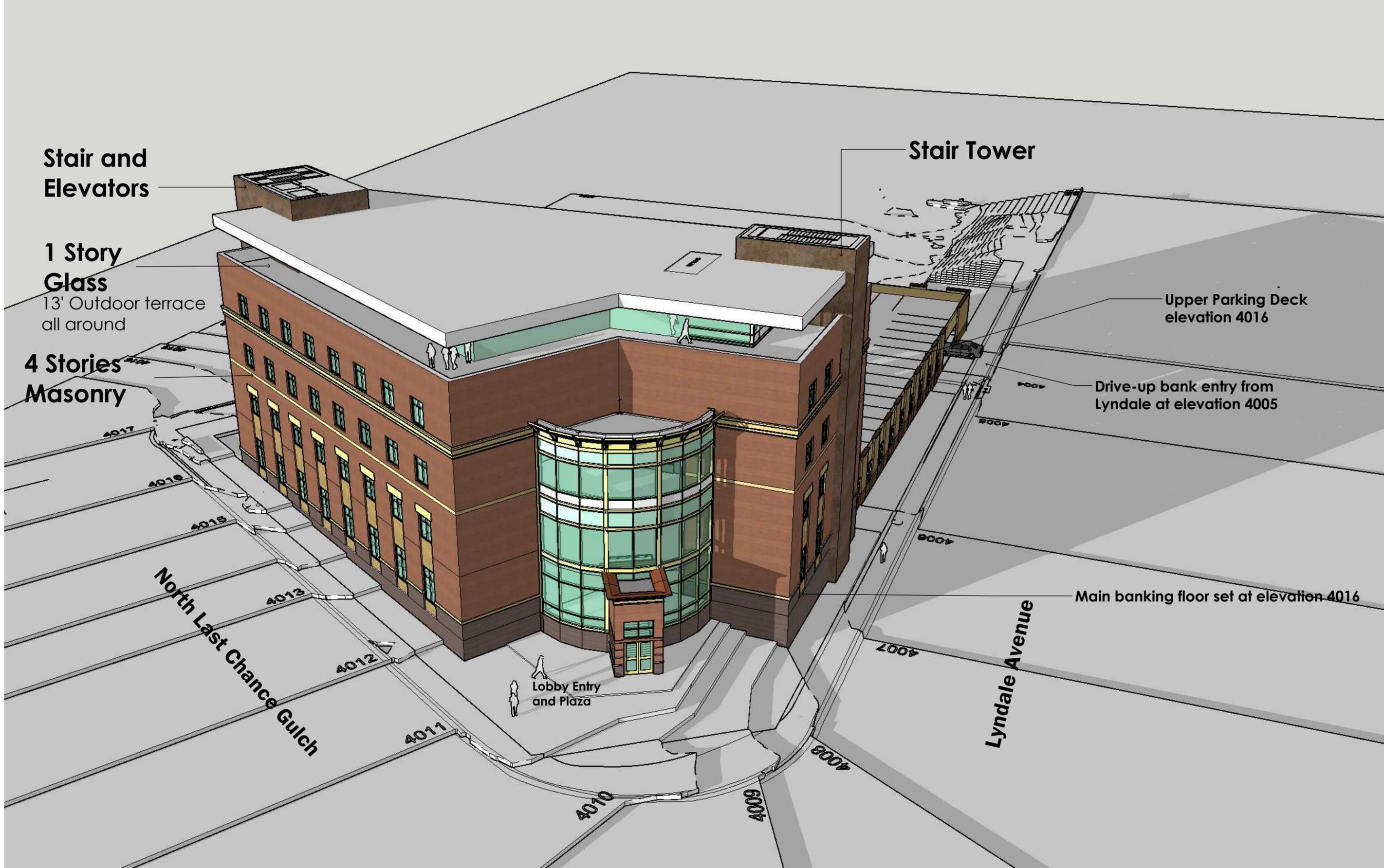
Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Site Plan - Parking Structure Level B1

11/24/24

Scale: 1" = 40'





Stair and Elevators

1 Story Glass

13' Outdoor terrace all around

4 Stories Masonry

Stair Tower

Upper Parking Deck elevation 4016

Drive-up bank entry from Lyndale at elevation 4005

Main banking floor set at elevation 4016

Lobby Entry and Plaza

North Last Chance Gulch

Lyndale Avenue



Stockman Bank Helena North Last Chance Gulch - Conceptual Design

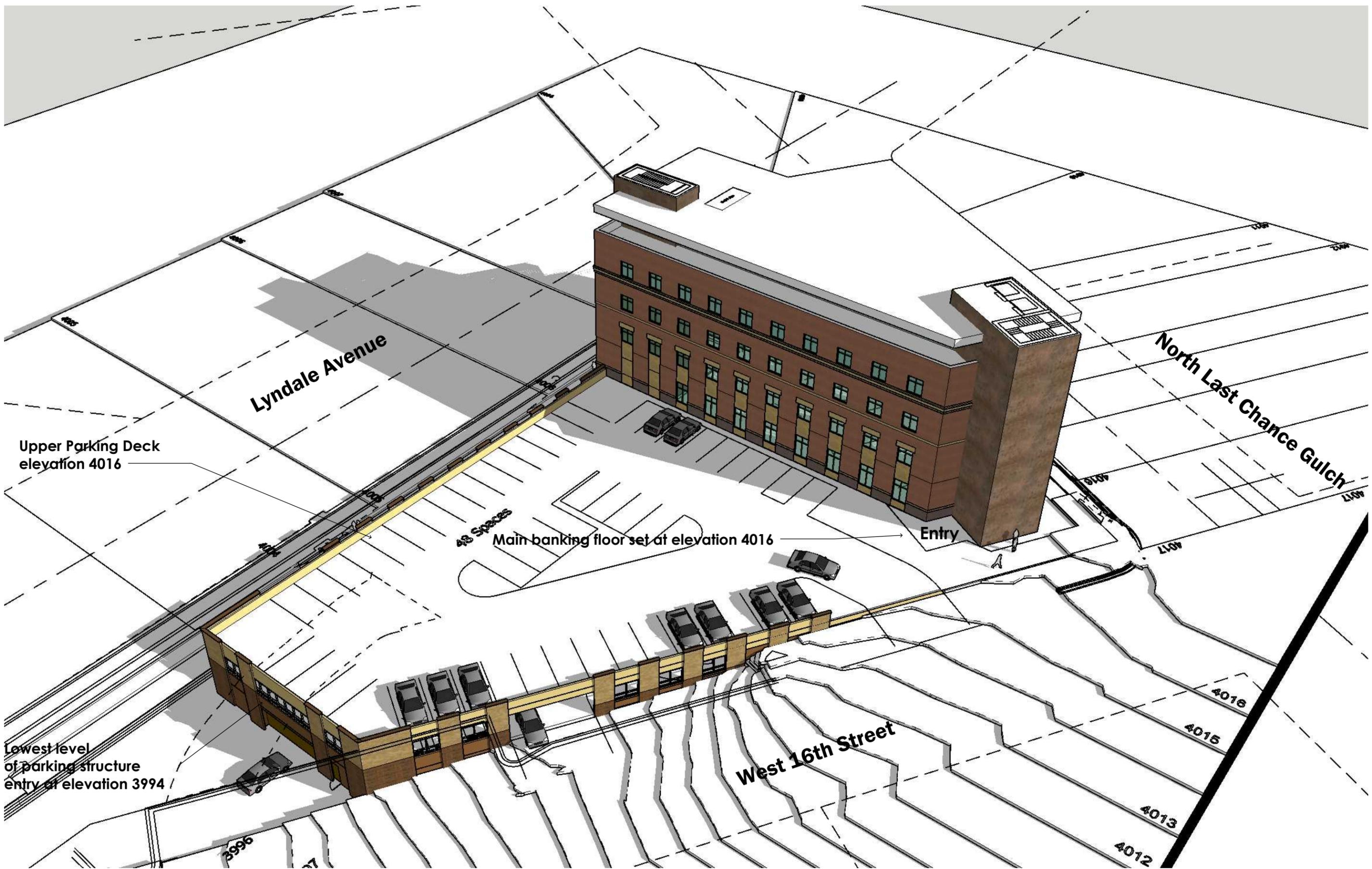
Aerial View from Northeast - Scheme 4.3

11/24/24



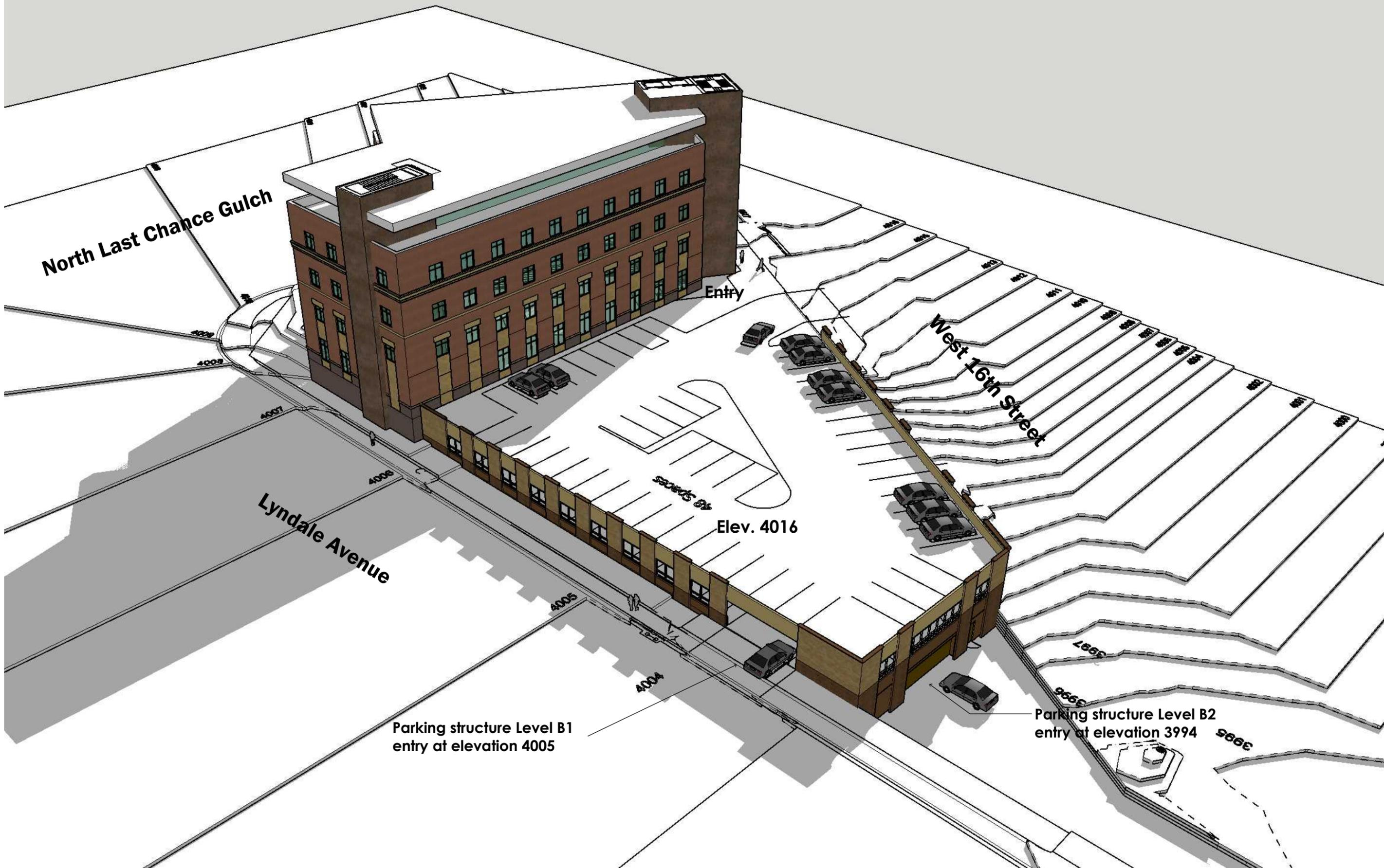


Stockman Bank Helena North Last Chance Gulch - Conceptual Design
Ground Level View from Northeast - Scheme 4.3



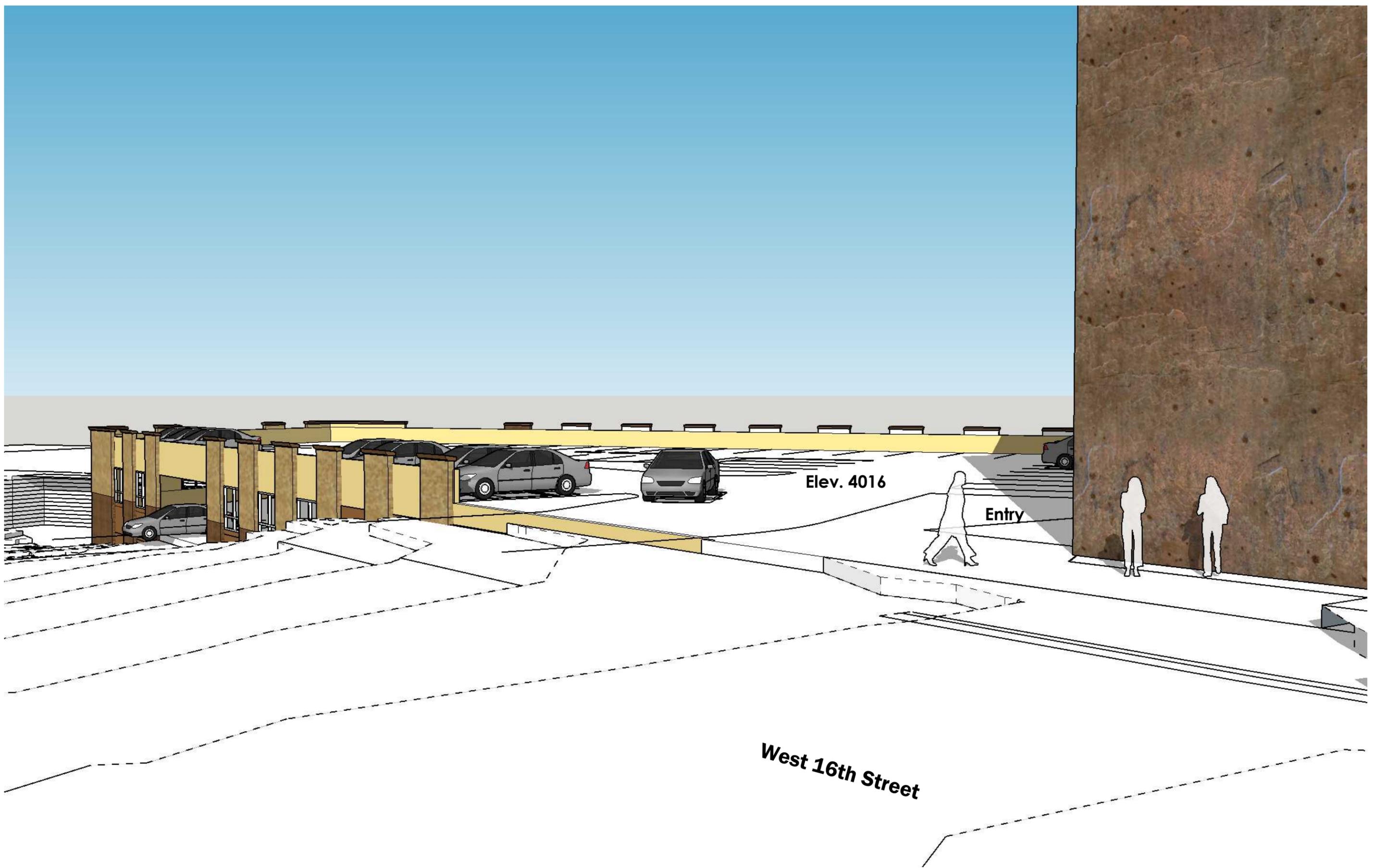
Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Aerial View from Southwest - Scheme 4.3



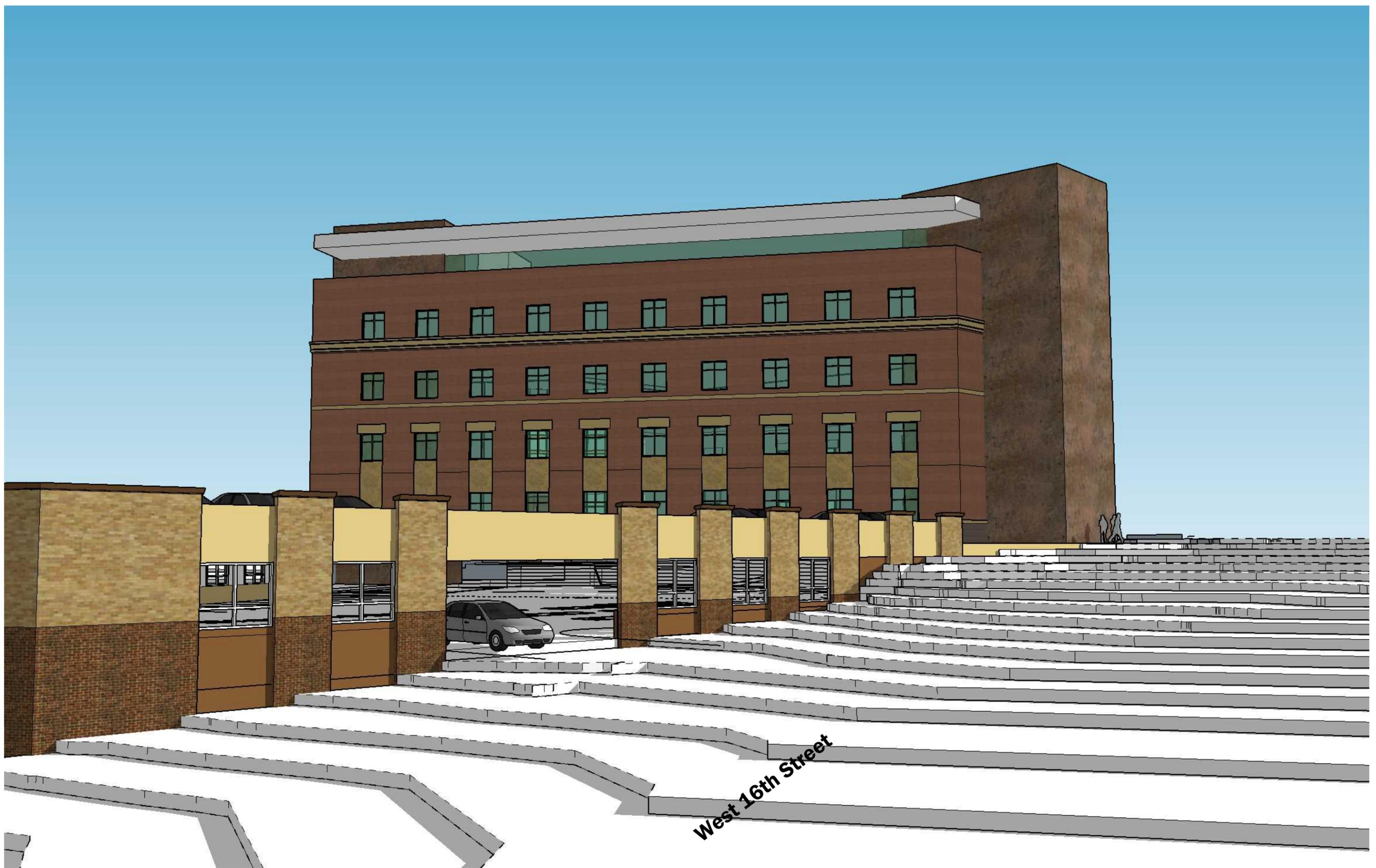
Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Aerial View from Northwest - Scheme 4.3



Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Parking Deck Driveway - Scheme 4.3



West 16th Street



Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Parking Level B1 from Southwest- Scheme 4.3



Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Parking Level B1 from Northwest - Scheme 4.3

11/24/24



Stockman Bank Helena North Last Chance Gulch - Conceptual Design

Parking Level B1 from Northeast- Scheme 4.3

11/24/24

City of Helena, Montana

01/06/2025

To: Tim Burton, City Manager

From: Anne Pichette, Housing Coordinator
Chris Brink, Community Development Director

Subject: Consider a Resolution Conditionally Granting Twin Creek 9 Housing Associates LLLP a waiver of \$25,741.68 in permit fees and Twin Creek 4 Housing Associates LLLP a waiver of \$21,097.19 in permit fees for the Twin Creek Apartments located at 300 and 310 Dorothy Street.

Present Situation: Twin Creek 4 Housing Associates LLLP, which was previously approved for funding from the Helena Affordable Housing Trust Fund, along with Twin Creek 9 Housing Associates LLLP, has submitted a request for waiver of building related fees per Ordinance No. 3277 for the buildings that comprise the Twin Creek Apartments.

Twin Creek Apartments consists of Building 24 and Building 48 which will total 72 affordable housing units. The applicants have requested a full waiver for both buildings within the overall project. However, 35 of the units in Building 48 will be for individuals/families with incomes above 60% AMI. Ordinance No. 3277 specifically provides an incentive for developers providing housing units for individuals/families earning incomes that do not exceed 60% AMI. The figures provided by the Building Division (attached chart) take into account the difference in the eligible units and the dollar amounts in the proposed resolution have been adjusted accordingly to reflect amounts eligible under the parameters set out in Ordinance No. 3277.

The period of affordability for the 72 new multi-family units in this development will be a minimum of 35 years, providing continued affordability for the community into the future.

Background Information: The Commission adopted Ordinance No. 3277 which allows for the discretionary waiver of City fees on affordable housing projects to be constructed in the City of Helena.

Proposal/Objective: To waive allowable permit fees for Building 24 and Building 48 of the Twin Creek Apartments development.

Advantage: Approval of requested funding will expand affordable housing opportunities for Helena community residents earning at or below 60% of Area Median Income (AMI).

Notable Energy Impact: In following adopted building codes, new housing construction is more energy efficient than existing affordable housing stock that may be older and not designed or constructed with the intent to conserve energy.

Disadvantage: Funds in the amount of \$46,838.87 that were previously paid to the Building Division, will come out of their budget to provide the waiver as reimbursement to the developer.

Quasi-Judicial Item: False

Notice of Public Hearing:

False

**Staff Recommendation/
Recommended Motion:**

Move to approve a Resolution Conditionally Granting Twin Creek 9 Housing Associates LLLP a waiver of \$25,741.68 in permit fees and Twin Creek 4 Housing Associates LLLP a waiver of \$21,097.19 in permit fees for the Twin Creek Apartments located at 300 and 310 Dorothy Street.

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

RESOLUTION NO. _____

A RESOLUTION CONDITIONALLY GRANTING TWIN CREEK 9 HOUSING ASSOCIATES LLLP A WAIVER OF \$25,741.68 IN PERMIT FEES AND TWIN CREEK 4 HOUSING ASSOCIATES LLLP A WAIVER OF \$21,097.19 IN PERMIT FEES FOR THE TWIN CREEK APARTMENTS LOCATED AT 300 AND 310 DOROTHY STREET.

WHEREAS, the City Commission adopted Ordinance No. 3277 which allows the City Commission, by resolution, and at its sole discretion, to waive the imposition of a portion or all of any fee imposed by the provisions of Title 3 of the Helena City Code for an affordable housing project;

WHEREAS, United Housing Partners LLC, with property owners Twin Creek 9 Housing Associates LLLP and Twin Creek 4 Housing Associates LLLP, is developing affordable housing, known as the Twin Creek Apartments at 300 and 310 Dorothy Street;

WHEREAS, Building 24 of the Twin Creek Apartments consists of twenty-four (24) affordable units that will serve individuals and families who earn 60% or lower of the area median income (AMI). Two (2) of these units will also serve persons with disabilities;

WHEREAS, Building 48 of the Twin Creek Apartments consists of forty-eight (48) affordable units that will serve individuals and

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

families who earn 70% or lower of the area median income (AMI). Of the forty-eight (48) affordable units, thirteen (13) of the units will serve individuals and families who earn 60% or lower of the area median income (AMI) as is outlined in Title 3, Chapter 1 of the Helena City Code for the waiver of fees. Two (2) of these units will also serve persons with disabilities;

WHEREAS, Twin Creek 9 Housing Associates LLLP has applied for a waiver of fees in the amount of \$25,741.68, and Twin Creek 4 Housing Associates LLLP has applied for a waiver of fees in the amount of \$21,097.19, for a total waiver of \$46,838.87; and

WHEREAS, the City Commission has considered the information contained in the application, the information presented before the City Commission, and whether requirements of § 3-1-12(D), Helena City Code are satisfied by considering:

- (a) The size of the project;
- (b) The number of persons proposed to be served;
- (c) The financial capability of the applicant to pursue the project without fee waiver;
- (d) The length of time the project is guaranteed to remain affordable;

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

- (e) The manner in which the applicant has guaranteed the project will remain affordable; and
- (f) Any other factor the City Commission deems relevant.

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

//

Section 1. The Helena City Commission finds:

A. The Twin Creek Apartments, Twin Creek 9 Housing Associates LLLP, and Twin Creek 4 Housing Associates LLLP meets the definition of affordable housing project as defined by § 3-1-12(B), Helena City Code.

B. The waiver will not jeopardize the financial interests of the City.

Section 2. The Helena City Commission hereby conditionally grants Twin Creek 9 Housing Associates LLP the waiver of \$25,741.68 in permit fees and Twin Creek 4 Housing Associates LLLP the waiver of \$21,097.19 in permit fees for the Twin Creek Apartments located at 300 and 310 Dorothy Street. This waiver is conditioned as set forth below.

A. Twin Creek Apartments, Twin Creek 9 Housing Associates

RESOLUTIONS OF THE CITY OF HELENA, MONTANA

Res. No. _____

LLLP and Twin Creek 4 Housing Associates LLLP, must comply with the August 30, 2024 Declaration of Restrictive Covenants for Low-Income Housing Credits, documents numbers 3427140 and 3427122 with the Lewis and Clark County Clerk and Recorder for the term of those Covenants.

B. Twin Creek 9 Housing Associates LLLP and Twin Creek 4 Housing Associates LLLP, must provide a copy of all reporting and certification to the City concurrent with provision to the Montana Board of Housing.

Section 3. If the City determines that Twin Creek 9 Housing Associates LLLP or Twin Creek 4 Housing Associates LLLP have violated any condition imposed in connection with this fee waiver, the City may seek the full balance of the waived fees, which may be attached as a lien against the property.

PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 27th DAY OF JANUARY, 2025.

MAYOR

ATTEST:

CLERK OF THE COMMISSION



AFFORDABLE HOUSING BUILDING FEE WAIVER APPLICATION

Community Development Department, Building Division
 316 North Park Avenue, Room 435
 Helena, MT 59623

Phone: 406-447-8438
 Fax: 406-447-8460
 Website: helenamt.gov

The City Commission may consider a full waiver or partial waiver of building related fees imposed by the City of Helena for affordable housing projects, per Ordinance #3277 passed on January 13, 2020. To be considered for this program, return the completed form as well as any attachments to the City Building Division located in room 435 of the City-County Building, 316 N. Park Avenue, Helena, MT 59623. Please note, proposals must be developed enough to calculate the estimated fees for the project prior to application submission.

DATE OF APPLICATION: 6/17/24

APPLICATION FOR (check one box):	REQUESTED JURISDICTION (check all that apply):
<input type="checkbox"/> Partial Waiver <input checked="" type="checkbox"/> Full Waiver	<input checked="" type="checkbox"/> Building-Related Permit Fees <input checked="" type="checkbox"/> Plan Review Fees <input type="checkbox"/> Water/Sewer Development Fees

APPLICANT/REPRESENTATIVE: Primary Representative?

Name: Seth O'Connell Company Name: United Housing Partners LLC
 Address: 31 S Rodney St Primary Number: 406-422-6852
Helena, MT 59601 Email: Seth@uhousingpartners.com
City State Zip

PROPERTY OWNER (If different from applicant): Primary Representative?

Name: Twin Creek 9 Housing Associates LLLP Company Name: _____
 Address: 545 Blaine St Primary Number: 406-422-6852
Missoula, MT 59801 Email: Seth@uhousingpartners.com
City State Zip

ADDRESS OF PROPERTY: 300 Dorothy St Helena MT 59601
Address City State Zip Code

LEGAL DESCRIPTION OF PROPERTY (Block & Lots, Subdivision/Addition):
SLEEPING GIANT AMEND INDUS PARK, S27, T10 N, R03 W, BLOCK 4, Lot 5A, COS #504523/E

GEOCODE: 05-1888-27-4-01-05-0000



AFFORDABLE HOUSING BUILDING FEE WAIVER APPLICATION

Community Development Department, Building Division
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PROJECT INFORMATION

A detailed site plan is required as an attachment with the application.

Project Name: Twin Creek Apartments – Building 24

Zoning District: B-2

Site Acreage: 1.72 acres

Project Description (ex, 20-unit apartment complex; 100-unit single-family subdivision, etc.):
Building 24 of Twin Creek Apartments is comprised of 20 1-bedroom, and four 3-bedroom
apartments. All 24 units will be restricted to tenants earning 60% AMI or less.

Total Number of Units: 24

Number of units at 60% AMI or Lower: 24

Number of Homeless Households Served: unknown

Number of Units for

Persons with Disabilities: 2 Type A and 6 Type B (all first floor units)

PROVIDE DOCUMENTATION DETAILING HOW UNIT AFFORDABILITY WILL BE ASSURED.

Period of Affordability: 50 years

Annual Compliance Method: Owner’s Certificate of Continuing Program Compliance (MBOH/IRS)

Deed Restriction: LURA

PROJECT BUDGET WITH FUNDING SOURCES

List all project funding sources and amounts below. If additional space is needed, please include as an attachment with your completed application.

#	Funding Source Description	Funding Amount
1.	First Mortgage	\$ 7,500,000
2.	Helena HTF	\$ 800,000
3.	National HTF	\$ 2,526,194
4.	Montana Healthcare Foundation	\$ 500,000
5.	LIHTC Equity (Federal)	\$ 9,644,422
6.		
7.		
Total Project Budget:		\$ 20,470,616



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316 North Park Avenue, Room 435
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DESCRIBE THE FINANCIAL CAPABILITY TO PURSUE THE PROJECT WITHOUT THE FEE WAIVER.

This project was underwritten with the assumption that 100% of all building permit, plan review, and water and sewer development fees by the City of Helena would be waived.

In April of 2024, HUD lowered the federal max AMI rent payments for rent restricted apartments in Lewis and Clark County, severely restricting the amount of debt the project is able to raise after this project had already been underwritten with the Board of Housing. We went back to the City and Helena agreed to add additional funding, but this fee will be ate up if fees are not able to be fully waived.

THE CITY COMMISSION MAY CONDITION THE WAIVER OF FEES TO ENSURE THE PROJECT REMAINS AFFORDABLE. CONDITIONS IMPOSED BY THE CITY COMMISSION CAN INCLUDE, BUT ARE NOT LIMITED TO:

- (1.) Time Limitations; (2.) Written Agreements; (3.) Guarantees; (4.) Proof of Income Verification;
- (5.) Annual Certification of Rents; and (6.) Annual Certification of Compliance.

IF THE CITY OF HELENA DETERMINES THAT AN AFFORDABLE HOUSING PROJECT HAS VIOLATED ANY CONDITION IMPOSED, THE CITY OF HELENA MAY SEEK THE FULL BALANCE OF THE WAIVED FEES, WHICH MAY BE ATTACHED AS A LIEN AGAINST THE PROPERTY.

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

APPLICANT'S SIGNATURE: ^{Authentisign} Seth O'Connell DATE: 06/27/24

APPLICANT'S PRINTED NAME: Seth O'Connell, Developer, United Housing Partners

PROPERTY OWNER'S SIGNATURE: _____ DATE: _____
(If different from Applicant)

ADDITIONAL DOCUMENTS ATTACHED

List the name of your attachments below (Including affordability and site plan documentation):

1.	Land Use Restrictive Agreement	
2.	Construction Document: Site Plan	
3.	Twin Creek Project Summary	
4.		
5.		
6.		
7.		
8.		



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Project Name: Twin Creek Apartments – Building 48

Zoning District: B-2

Site Acreage: 1.72 acres

Project Description (ex, 20-unit apartment complex; 100-unit single-family subdivision, etc.):
Building 48 of Twin Creek Apartments is comprised of 24 1-bedroom, 16 2-bedroom, and 8 3-bedroom units. 12 units (6 1-bed, 4 2-bed, & 2 3-bed) will be reserved for beneficiaries earning 30% AMI or lower and one additional 3-bed will be reserved for beneficiaries earning 60% AMI or less. The other 35 units will be reserved for 70% AMI or lower. The total square footage of the building is 43,051 sq ft of which 15,622 or 36% are units qualifying for permit and review fee waivers.

Total Number of Units: 48

Number of units at 60% AMI or Lower: 13

Number of Homeless Households Served: unknown

Number of Units for Persons with Disabilities: 2 Type A and 14 Type B (First Floor)

PROVIDE DOCUMENTATION DETAILING HOW UNIT AFFORDABILITY WILL BE ASSURED.

Period of Affordability: 50 years

Annual Compliance Method: Owner’s Certificate of Continuing Program Compliance (MBOH/IRS)

Deed Restriction: LURA

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APPLICANT'S PRINTED NAME: Seth O'Connell, Developer, United Housing Partners

PROPERTY OWNER'S SIGNATURE: _____ DATE: _____
(If different from Applicant)

ADDITIONAL DOCUMENTS ATTACHED

List the name of your attachments below (Including affordability and site plan documentation):

1.	Land Use Restrictive Agreement	
2.	Construction Document: Site Plan	
3.	Twin Creek Project Summary	
4.		
5.		
6.		
7.		
8.		

After recording return to:
Montana Board of Housing
Multifamily Program
P.O. Box 200528
Helena, MT 59620-0528

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING CREDITS
FOR Twin Creek Apartments

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "AGREEMENT"), dated as of the date of its execution specified below, by Twin Creek 4 Housing Associates LLLP, and their successors and assigns (the "Owner") is given as a condition precedent to the allocation of low-income housing credits by the Montana Board of Housing, an agency of the State of Montana (together with any successor to its rights, duties and obligations, the "Board").

W I T N E S S E T H:

WHEREAS, the Owner is or will be the owner of a rental housing development located in the State of Montana on lands more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference (together with all existing and later constructed buildings and improvements, the "Project"); and

WHEREAS, as specified in Exhibit A-1, the land upon which the Project is located (the "Project Land") is either owned by Owner or leased by Owner from the landowner as provided in and subject to a ground lease, and if the Project Land is leased by Owner pursuant to a ground lease (the "Lease"), such ground lease is attached as Exhibit B and incorporated herein by reference; and

WHEREAS, if the Project Land is leased by Owner pursuant to a ground lease as specified in Exhibit A-1, notwithstanding anything to the contrary contained in this Agreement, the terms of the Lease shall control in the event of any conflict between this Agreement and the Lease; and

WHEREAS, all of the Owner's right, title and interest in and to the Project is subject to this Agreement, including but not limited to all buildings, structures and improvements, and, as applicable, the Project Land or the Owner's leasehold interest in the Project Land, and as used in this Agreement, the term "Project" includes all such right, title and interest of Owner in the Project, including in the Project Land; and

WHEREAS, the Board has been designated by the Governor of the State of Montana as the housing credit agency for the State of Montana to make allocations of low-income housing tax credit dollars (the "Credit") for the State and to carry out the provisions of Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Owner has applied to the Board for an allocation of Credit to the Project in the Credit Allocation Amount specified in Exhibit A-2, attached hereto and incorporated herein by reference ("Exhibit A-2") (or in such other amount as is determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit); and

WHEREAS, the Owner has represented and committed to the Board in the Owner's Low-Income Housing Tax Credit Application (the "Application") that, for the duration of this Agreement: (i) the Owner shall lease that certain percentage of the units in the Project specified in Exhibit A-2 as the Low-Income Occupancy Percentage (the "Low-Income Occupancy Percentage" and such units, the "Low-Income Units") to individuals or families whose income is at or below the percentage(s) of the area median gross income (as adjusted for family size) specified in Exhibit A-2 as the Income Restrictions (the "Income Restrictions" and those individuals or families meeting the Income Restrictions, the "Low-Income Tenants") as determined in accordance with the Code; (ii) the Owner shall target such percentage of the Low-Income Units to tenants whose income is at or below the percentages of median income specified in Exhibit A-2 as the Targeting Requirements (the "Targeting Requirements"); (iii) the Owner shall not charge Low-Income Tenants gross lease or rent payments ("Rent") exceeding the percentages of Area Median Income specified in Exhibit A-2 as the Rent Restrictions (the "Rent Restrictions")(the Low-Income Occupancy Percentage, the Income Restrictions, the Targeting Requirements and the Rent Restrictions together referred to herein as the "Occupancy Restrictions"); and in its Application represented and committed to certain additional specifications and characteristics for the Project, specified in Exhibit A-2 as Additional Project Specifications, upon which the Board relied in making its reservation of housing tax credits for the Project and which shall be binding upon the Owner and the Project; and

WHEREAS, the Board has determined that the Project qualifies for a Credit allocation, subject to completion of all applicable requirements, in an amount to be determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit; and

WHEREAS, the Project is eligible for a Credit allocation only if the Project will be subject to a binding commitment to maintain the Project as low-income housing for the initial 15-year compliance period plus an additional period of years, together specified in Exhibit A-2 as the Commitment Period (the "Commitment Period"), as provided in and subject to subsection 5(a), including without limitation certain Occupancy Restrictions and Transfer restrictions as set forth in this Agreement (the "Transfer Restrictions"); and

WHEREAS, in the Application, the Owner committed to maintain the Project as low-income housing for the full duration of the Commitment Period; and

WHEREAS, as a condition of allocation of the low-income housing tax credits as described herein, the Board's Qualified Allocation Plan ("QAP") requires that the Owner waive and forfeit the right to request that the Board locate a non-profit qualified buyer (the "qualified contract process"), agree to maintain the Low-Income Units through the entire Commitment Period, and agree that the Commitment Period may not be terminated early through the qualified contract process; and

WHEREAS, the Code requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement in order to create certain covenants running with the Project for the purpose of enforcing the Occupancy Restrictions, Transfer Restrictions and other requirements of Section 42 of the Code by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Board further requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement, in order to create certain covenants running with the Project that the Owner and the Project shall be subject to applicable requirements, including without limitation operating and replacement reserves, record-keeping, reporting, training, certification, audit, inspection and other compliance and enforcement requirements and payment of related fees to the Board, as set forth in Section 42 of the Code, and the Board's rules, guidelines and Applicable QAP (such requirements and fees together referred to as the "Compliance Provisions"); and

WHEREAS, the Board further requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement, in order to create certain covenants running with the Project (the "Enforcement Provisions") for the

purpose of enforcing the Occupancy Restrictions, Transfer Restrictions, the Energy and Green Building Requirements specified in Exhibit A-3, attached hereto and incorporated herein by this reference (the "Energy and Green Building Requirements") and Compliance Provisions (the Occupancy Restrictions, Transfer Restrictions, Energy and Green Building Requirements, Compliance Provisions and Enforcement Provisions together referred to herein as the "Covenants"); and

WHEREAS, the Owner, under this Agreement, intends, declares and covenants that all Covenants set forth herein, including without limitation the regulatory and restrictive covenants governing the use, occupancy and transfer of the Project, shall be and are covenants running with the Project for the term stated herein (including without limitation any applicable Tenant Protection Period during which the Tenant Protections shall continue in effect, as set forth in subsection 5(d)) and binding upon all subsequent owners of the Project Land for such term and are not merely personal covenants of the Owner;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

Section 1. Definitions. Words and phrases used herein shall have the same meaning as set forth in Section 42 of the Code, in regulations pertaining thereto promulgated by the Department of Treasury, the Department of Housing and Urban Development or another authorized federal agency or in the Board Requirements.

(a) References herein to "median income" or "Area Median Income" mean the area median gross income as adjusted for family size.

(b) References herein to "Board Requirements" mean and include the Board's rules, guidelines, Applicable QAP.

(c) References herein to "Applicable QAP" mean the Board's QAP (designated by year) that is applicable for purposes of the particular issue, process, criteria, standard, requirement, fee, determination or award as specified in the Board's most recently adopted QAP.

Section 2. Recording and Filing: Covenants To Run With the Project: Consent of Prior Lien Holders.

(a) Upon execution and delivery by the Owner, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Board an executed original of the recorded Agreement and any amendment showing the date of recording and recording references. The Owner acknowledges and agrees that the Board will not issue a Carryover Commitment or the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Board has received the recorded executed original of the Agreement.

(b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the Covenants, including without limitation those regulating and restricting the use, occupancy and transfer of the Project: (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Project, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the Board and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of Montana to be satisfied in order for the provisions of this Agreement to constitute Project ownership restrictions and covenants running with the Project are and shall be deemed to be satisfied in full, or, in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project. For the longer of the period this Credit is claimed or the term of this Agreement, each and every contract, deed, bill of sale, assignment or other instrument hereafter executed conveying or providing for the conveyance of the Project or any portion thereof shall expressly provide

that such conveyance is subject to this Agreement; provided, however, this Agreement and the Covenants shall survive and be effective regardless of whether such contract, deed, bill of sale, assignment or other instrument hereafter executed conveying or providing for the conveyance of the Project or any portion thereof provides that such conveyance is subject to this Agreement.

(c) The Owner covenants to obtain a written agreement of any prior recorded lienholder on the Project, subordinating such lien to this Agreement, and the obtaining and submission to the Board of such written subordination agreement shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Credit.

Section 3. Representations and Warranties of the Owner. The Owner hereby represents and warrants as follows:

(a) The Owner: (i) is an entity of the type and duly organized under the laws of the state specified under Entity Type and State in Exhibit A-2; (ii) is authorized to transact business in the State of Montana; (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as represented in its Credit Application; and (iv) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution, recording and performance of this Agreement by the Owner: (i) have been duly authorized by all necessary action; (ii) do not violate any provision of law, rule or regulation or any order of any court or other agency or governmental body applicable to Owner, or Owner's properties, assets or liabilities; (iii) do not conflict with, violate or constitute a default under any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and (iv) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Agreement, have (i) good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement or other permitted encumbrances), or (ii) a lease of the Project Land effective for a period at least as long as the Commitment Period specified in subsection 5(a).

(d) There is no action, suit, investigation or proceeding at law or in equity or by or before any court, governmental instrumentality or other agency now pending or, to the knowledge of the Owner, threatened against or affecting it or any of its properties or rights which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, as represented in its Credit Application or as now contemplated by this Agreement, or that would materially adversely affect its financial condition.

(e) The Project constitutes or upon placement in service will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in Section 42 of the Code and applicable Regulations.

(f) Each unit in the Project contains or upon placement in service will contain complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.

(g) Each Low-Income Unit is or upon placement in service will be suitable for occupancy in accordance with Section 42 of the Code and applicable local health, safety and building codes.

Section 4. Owner's Covenants and Agreements.

A. *Occupancy Requirements.* Owner covenants and agrees throughout the term of this Agreement that:

(i) *Income Election Set Aside.* The Owner shall meet and comply, in accordance with Section 42 of the

Code and Board Requirements, with the Income Election Set Aside in subsection (a), (b) or (c) that is specified as the Income Election Set Aside in Exhibit A-2 (the "Income Election Set Aside"):

(a) *20-50 Test*: At least 20% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 50% or less of area median income (the "20-50 Test");

(b) *40-60 Test*: At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 60% or less of area median income (the "40-60 Test"); or

(c) *Average Income Test*: At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the taxpayer with respect to the respective unit, where: (I) such designated imputed income limitations shall be in 10% increments from 20% to 80% of area median gross income, (II) the average of the designated imputed income limitations shall not exceed 60% of area median gross income, and (III) the units with respect to which an imputed income limitation has been designated shall be proportionately dispersed among the different unit sizes and buildings in the Project (the "Average Income Test").

(ii) *Low-Income Occupancy Percentage; Income Restrictions*. The Owner shall lease the Low-Income Units (*i.e.*, a percentage of the units in the Project that equals the Low-Income Occupancy Percentage specified in Exhibit A-2) to Low-Income Tenants (*i.e.*, at or below the Income Restrictions specified in Exhibit A-2).

(iii) *Targeting Requirements*. The Owner shall target such percentage of the Low-Income Units to tenants whose income is at or below the percentages of median income as set forth in the Targeting Requirements in Exhibit A-2.

(iv) *Rent Restrictions*. The Owner shall not charge Low-Income Tenants Rent exceeding the percentages specified in the "Rent Restrictions in Exhibit A-2.

(v) *Changes in Targeting Requirements or Rent Restrictions*. Except as provided in subsection 4.A.v.I below, the Targeting Requirements or Rent Restrictions of units may be changed only if the Board, in its sole discretion, determines that maintaining such Targeting Requirements or Rent Restrictions would cause undue hardship for the Project and approves such changes in writing.

(I) To the extent permitted by federal law, the Targeting Requirements (percentages of area median gross income) assigned to specific units may be changed from time to time so long as: (A) the average of the designated imputed income limitations for all Low-Income Units subject to the Average Income Test does not exceed 60% of area median gross income at any time; (B) the assignment of the various Targeting Restrictions (percentages of area median gross income) among the various unit sizes (*i.e.*, 1-bedroom, 2-bedroom, etc.) remain at substantially the same proportions as originally established in accordance with the Project's Application; (C) the applicable Targeting Restriction for any unit does not change during the tenancy of any tenant; and (D) the Owner notifies the Board in writing of the changes prior to the effective date of such changes. The Board may disapprove any such changes that fail to meet the foregoing requirements upon written notice to the Owner and such disapproval shall be effective prospectively with respect to tenant rental agreements entered into after the date of such notice. The Owner shall remain solely responsible for compliance with all applicable federal tax credit set aside requirements and neither this subparagraph nor the Board's disapproval or failure to disapprove of any such changes shall be deemed to constitute a representation or warranty by the Board of such compliance.

(vi) *Eviction; Rent Increases*. The Owner shall not (i) evict or terminate the tenancy of an existing tenant of any low-income unit other than for good cause, or (ii) impose any increase in the Rent with respect to any low-income unit not otherwise permitted under Section 42 of the Code or Board Requirements.

(vii) *General Public Tenants*. All Low-Income Units shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the Low-Income

Units) under the Income Restrictions/Income Election Set Aside specified in Exhibit A-2.

(viii) *Fair Housing Act*. The Owner agrees to comply fully with the requirements of the Fair Housing Act as it may from time to time be amended.

(ix) *Suitability for Occupancy*. Each Low-Income Unit is and will remain suitable for occupancy in accordance with Section 42 of the Code and applicable local health, safety and building codes.

(x) *Section 8 Tenants*. The Owner shall not refuse to lease any Low-Income Unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

B. *Transfer Restrictions*. Owner covenants and agrees throughout the term of this Agreement that:

(i) *Sale, Transfer or Exchange Subject to Covenants*. Subject to the requirements of Section 42 of the Code, Board Requirements and this Agreement, the Owner may sell, transfer or exchange the entire Project at any time, but prior to such sale, transfer or exchange the Owner shall: (a) notify in writing and obtain the written agreement of any buyer, transferee, successor or other person acquiring the Project or any interest therein that such acquisition is subject to this Agreement, Board Requirements and Section 42 of the Code and applicable regulations, including without limitation Owner training and certification requirements; (b) notify the Board in writing in accordance with the requirements of subsection B(ii); and (c) submit to the Board such completed forms, documents and other information as required by the Applicable QAP. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any low-income portion of the Project. The Owner agrees that the Board may void any sale, transfer or exchange of the Project if the buyer, transferee, successor or other person acquiring the Project or any interest therein fails to assume in writing the requirements of this Agreement, the Board Requirements and the requirements of Section 42 of the Code. Notwithstanding the provisions of this subsection, no portion of a building to which this Agreement applies may be sold to any person unless all of such building is sold to such person.

(ii) *Notification of Transfer*. The Owner must provide the Board with at least 120 days advance written notice prior to offering or listing the Project or any Project real property for sale, assignment, transfer or exchange or entering into any agreement for such transaction. The Board may notify prospective buyers of any proposed offering or listing and such prospective buyers may submit offers to Owner to purchase such property. The Owner shall further notify the Board in writing within ten (10) business days of the closing of any such sale, transfer or exchange of the entire Project and shall provide the Board with the written agreement, in the form prescribed by the Board, of the buyer, transferee, successor or other person to assume the requirements of this Agreement, the Board Requirements and Section 42 of the Code, including without limitation Owner training and certification requirements.

(iii) *Project Retention of Reserves on Sale, Transfer or Exchange*. Project replacement and operating reserves and reserve accounts required by applicable law, Board Requirements or this Agreement must be retained by the Project (and transferred to the new owner as applicable) in or as part of any sale, transfer or exchange of the Project. The Owner shall not withdraw or retain any such reserves or reserve accounts in or as part of any sale, transfer or exchange of the Project and the Owner agrees that the Board may void any sale, transfer or exchange of the Project that violates this subsection.

(iv) *No Demolition or Change in Use*. The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing in compliance with the Covenants during the term of this Agreement unless otherwise required by law.

(v) *Project Restoration*. If the Project, or any part thereof, shall be damaged or destroyed or shall be

condemned or acquired for public use, the Owner shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

C. *Energy and Green Building Requirements.*

(i) *Conditions of Tax Credit Allocation.* The Owner shall comply with the Energy and Green Building Requirements specified in Exhibit A-3.

D. *Compliance Provisions.* Owner covenants and agrees throughout the term of this Agreement that:

(i) *Compliance with Applicable Requirements.* The Owner shall be subject to and comply with all applicable requirements, including without limitation operating and replacement reserves, record-keeping, reporting, training, certification, audit, inspection and other compliance and enforcement requirements and payment of related fees to the Board, as set forth in Section 42 of the Code, and Board Requirements (such applicable requirements and fees together referred to as the "Compliance Provisions") In addition to the foregoing requirements, the Owner shall comply with all requirements regarding the maintenance, distribution, use and expenditure of replacement and operating reserves as specified in the Owner's partnership, operating or other governing owner or investor documents or agreements.

(ii) *Annual Compliance Certification.* The Owner shall prepare and submit to the Board a certification of program compliance in the form prescribed by the Board annually on or before the 25th of the month following the assigned annual period.

(iii) *Tenant Income Certification; Owner's Compliance Certificate.* The Owner shall, unless waived by the Department of Treasury pursuant to Section 42 of the Code, annually obtain and maintain on file from each Low-Income Tenant residing in the Project an updated copy of each tenant's executed Tenant Income Certification and Owner's Certificate of Continuing Compliance in the form prescribed by the Board. The Owner must submit a copy of each tenant's annual certification to the Board. The determination of whether a tenant meets the low-income requirement shall be made by the Owner at least annually on the basis of the current income of such Low-Income Tenant.

(iv) *Additional Records.* The Owner shall retain the following information for each year for each building in the Project for at least six years after the due date for filing the federal income tax return for such year, and with respect to the first year of the credit period, for at least 6 years beyond the due date for filing the federal income tax return for the last year of the compliance period for the building: (i) the total number of residential rental units in a building (including the number of bedrooms and the size in square feet of each residential rental unit); (ii) the percentage of residential rental units in the building that are Low-Income Units; (iii) the Rent charged on each residential rental unit in the building (including any utility allowances and mandatory fees); (iv) Low-Income Unit vacancies in the building and information showing when, and to whom, the next available units were rented; (v) the annual income certification of each Low-Income Tenant by unit, including annual certifications for each continuous Low-Income Tenant; (vi) documentation to support each Low-Income Tenant's income certification, including a copy of verification of income from third parties or 6 consecutive pay stubs; (vii) the eligible basis and qualified basis of the building at the end of the first year of the credit period; and (viii) the character and use of any nonresidential portion of the building included in the eligible basis of the building.

(v) *Additional Compliance Monitoring.* If at any point following execution of this Agreement, Section 42 of the Code or regulations implementing said section require the Board to undertake additional monitoring of the Owner's or Project's compliance with the Occupancy Restrictions or, alternatively, if the Board chooses to undertake additional monitoring of the Owner's or Project's compliance with the Occupancy Restrictions, the Owner shall take any and all actions reasonably necessary and required by the Board to substantiate the Owner's compliance with the Occupancy Restrictions and will pay a reasonable fee to the Board for such monitoring activities performed by the Board.

(vi) *Inspection.* At least once every three years, or more frequently if determined necessary by the Board in its sole discretion, the Owner shall permit, during normal business hours and upon minimal advance notice, any duly authorized representative of the Board to inspect any building in the Project and to inspect any books and records of the Owner regarding the Project with respect to the incomes of Low-Income Tenants and Rents charged to Low-Income Tenants (including utility allowances and mandatory fees) which pertain to compliance with the Occupancy Restrictions.

(vii) *Additional Compliance Substantiation.* The Owner shall submit any other information, documents or certifications requested by the Board which the Board shall deem reasonably necessary to substantiate the Owner's continuing compliance with the Covenants and this Agreement.

(viii) *Compliance with Covenants.* The Owner shall comply with and shall not knowingly take or permit any action or omission that would result in a violation of the requirements of Section 42 of the Code and applicable Regulations, Board Requirements, or of this Agreement.

(ix) *Reliance Upon Representations.* The Owner's representations and covenants set forth herein may be relied upon by the Board and all persons interested in Project compliance under Section 42 of the Code and the applicable Regulations.

E. *Enforcement Provisions.* Owner covenants and agrees throughout the term of this Agreement that:

(i) *Actions to Comply with Covenants.* Owner shall take any lawful action (including without limitation amendment of this Agreement, as may be necessary in the opinion of the Board) to comply fully with (i) the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed from time to time by the United States Department of the Treasury, the Internal Revenue Service, the Department of Housing and Urban Development or any other authorized governmental agency or instrumentality pertaining to the Owner's obligations under Section 42 of the Code and affecting the Project; (ii) this Agreement and the Covenants; or (iii) Board Requirements.

(ii) *Action for Specific Performance Authorized.* In consideration for receiving low-income housing credits for the Project and for purposes of assuring compliance of the Project and the Owner with this Agreement, Section 42 of the Code and the applicable regulations, and Board Requirements, the Owner hereby acknowledges and agrees that (a) the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder, and (ii) the Board or any individual who meets the income limitation applicable under this Agreement or Section 42 of the Code (whether a prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in a Montana state court of competent jurisdiction. In the event of default by Owner under the terms of this Agreement, a Limited Partner of the Owner may cure such default on behalf of the Owner according to the provisions of this Agreement.

(iii) *Actions of Non-General Partners.* Notwithstanding anything contained herein to the contrary, any cure made or tendered by Owner's non-general partners shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 5. Term of Agreement.

(a) *Term.* Except as hereinafter provided, this Agreement and the Covenants shall commence with and apply beginning on the first day on which any building which is part of the Project is placed in service and shall terminate on the end of the Commitment Period. The Owner has committed to maintaining and shall maintain the Project as Low-Income Housing subject to the terms of this Agreement for and throughout the entire Commitment

Period specified in Exhibit A-2.

(b) *Waiver of Qualified Contract Process.* Except as specifically otherwise provided in subsection 5(c), this Agreement and the Covenants shall remain binding and effective and the Owner shall comply therewith for and during the entire Commitment Period specified above. By execution and recording of this Agreement, the Owner: (i) waives and forfeits the right to request that the Board locate a non-profit qualified buyer (the “qualified contract process”); (ii) agrees to maintain the Low-Income Units through the entire Commitment Period; and (iii) agrees that the Commitment Period may not be terminated early through the qualified contract process.

(c) *Partial Termination on Foreclosure.* The Occupancy Restrictions, Transfer Restrictions, Compliance Provisions and Enforcement Provisions specified herein, other than the Tenant Protections specified in subsection 5(d), shall terminate with respect to the Project or any Project building on the date the Project or any respective Project building is acquired by foreclosure or instrument in lieu of foreclosure (unless the Secretary of the Treasury determines that such acquisition is part of an arrangement to terminate the Occupancy Restrictions or, except as otherwise provided in the Lease, upon the date that the Lease terminates.

(i) *Notice of Default or Foreclosure.* Owner shall notify the Board within ten business days of the filing of any judicial foreclosure action, receipt of any notice of trustee’s sale, receipt or submission of any proposal for a deed in lieu of foreclosure, receipt of any notice of default under any obligation secured by a mortgage or creation of any judgment lien with respect to the Project or any Project real property and provide MBOH with copies of the complaint, notice of trustee’s sale, deed in lieu of foreclosure proposal, default notice or judgment, as applicable. The Board may notify the United States Secretary of the Treasury if it has reason to believe that any potential foreclosure sale or deed in lieu of foreclosure is part of an arrangement to terminate the LURA restrictions.

(d) *Tenant Protection Period.* In the event of termination as provided by subsection 5(c) above, the Tenant Protections specified in this subsection 5(d) shall remain binding and effective for a period of three years (the “Tenant Protection Period”) following such termination. During the Tenant Protection Period, the Owner shall not (i) evict or terminate the tenancy of an existing tenant of any Low-Income Unit other than for good cause, or (ii) impose any increase in the Rent with respect to any Low-Income Unit not otherwise permitted under Section 42 of the Code (the “Tenant Protections”). The Tenant Protections that apply during the Tenant Protection Period also include the Compliance Provisions and Enforcement Provisions provided hereunder with respect to compliance with and enforcement of the requirements of clauses (i) and (ii) of this subsection 5(d). The Tenant Protection Period shall survive termination of the Lease except as specifically otherwise provided for in the Lease.

Section 6. Miscellaneous.

(a) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

(b) Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other address(es) as a party may from time to time designate in writing.

To the Board: Montana Board of Housing
P. O. Box 200528
Helena, MT 59620-0528
Attn: LIHTC Program

To the Owner: See Owner’s Notice Address in Exhibit A-2.

The Board and the Owner may, by notice given hereunder, designate any further or different address(es) to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with the Code and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Credit.

(d) Release and Indemnification. The Owner hereby agrees to pay, indemnify and hold the Board harmless from any and all claims, losses, demands, suits, judgments, costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Board, arising from or relating to this Agreement, allocation of the Credit or recapture of the Credit. The Owner agrees to release the Board from and to indemnify the Board for any claim, loss, demand or judgment as a result of the allocation of tax credit dollars to the Project or the recapture of same by the Internal Revenue Service.

(e) Attorney Fees. The Owner hereby agrees to pay the Board's reasonable attorneys' fees and costs incurred in enforcing this Agreement, whether the same shall be enforced by suit or otherwise. The Owner also hereby agrees to pay the Board's costs, fees and expenses, including all reasonable fees and expenses of the Board's Counsel, which may be incurred in connection with any amendment to this Agreement, whether such amendment is at the request of the Owner or the Board.

(f) Priority, Subordination or Termination of Agreement. This Agreement shall apply according to its terms and shall have priority over any subsequently recorded or any subordinated mortgage or other instrument, except as otherwise provided in any subordination agreement executed by the Board. In the event of termination as provided in subsection 5(c), the Covenants, other than the Tenant Protections specified in subsection 5(d), shall terminate, but the Tenant Protections shall thereafter remain valid and effective during the 3-year Tenant Protection Period specified in subsection 5(d) and or Section 42 of the Code. In the event of Lease termination, the Tenant Protection Period shall survive termination of the Lease except as specifically otherwise provided for in the Lease.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Montana and, where applicable, the laws of the United States of America.

(h) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

(i) Agreement Controlling. Except with respect to the Lease or a Prior Declaration as provided in subsection 6(j), if applicable, the Owner shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and, in any event, the terms of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(j) Conflict with Prior Declaration. If a separate Declaration of Restrictive Covenants for Low-Income Housing Credits (the "Prior Declaration") was recorded prior to this Agreement with respect to a previous Credit award for the Project, the Prior Declaration is identified in Exhibit A-2 and shall remain effective according to its terms; provided, however, that in the event of any conflict between the terms of this Agreement and any Prior Declaration: (i) the term of this Agreement or the Prior Declaration that is more protective of or beneficial to tenants shall control and continue to apply with respect to each tenant whose tenancy existed as of the date of recording of this Agreement for so long as such tenancy shall continue; and (ii) the requirements of this Agreement shall control with respect to each tenant whose tenancy commences after the date of recording of this Agreement (regardless of whether the terms of this Agreement are more or less protective of or beneficial to tenants than the Prior Declaration).

(k) Exceptions, Waivers and Variances. Subject to applicable laws, the Board may in its discretion grant an exception, waiver or variance from any restriction, requirement or other term of this Agreement, and may impose any condition(s) or limitations it deems appropriate upon any such exception, waiver or variance. As a condition of considering any request for an exception, waiver or variance, the Board may require the Owner to

submit supporting information, documentation and justification for the request.

[Signature Page Follows:]

Exhibit A-1
(Legal Description of Project Land)

- The following described land upon which the Project is located is owned by the Owner and such land is subject to the terms of this Agreement.
- The following described land upon which the Project is located is leased by Owner from the owner of the land, as provided in and subject to the ground lease (the "Lease") attached as Exhibit B and such land is subject to the terms of this Agreement to the extent and as provided in the Lease.

The Project is located on land located in the City of Helena, County of Lewis and Clark, State of Montana, more particularly described as follows:

Twin Creek 4 Unit of Twin Creek Condominiums, a condominium complex as defined in the Declaration entered in to pursuant to the Montana Unit Ownership Act, according to the Declaration and together with its exhibits including a Site Plan recorded on August 16, 2024, in the records of Lewis and Clark County, Montana as Document No. 3426605.

Located on:

Lot 5-A-1 of the Amended Plat of the Sleeping Giant Addition to the City of Helena Lots 4-A and 5-A in Block 4 of the Sleeping Giant Addition to the City of Helena, as shown on Amended Plat of said Sleeping Giant Addition filed under Document No. 504523/E, Certificate of Survey No. 3426426.

Together with such Unit's seventy two percent (72%) interest in the general common areas as defined in the Declaration and shown on the plans attached thereto.

Said Units to be used for a residential condominium complex.

Exhibit A-2

1. Additional Project Specifications:

Any substantial changes to the Project from the Project as represented and described in the original Application must be approved in writing by the Board as provided in the Applicable QAP.

2. Owner's Notice Address:

Twin Creek 4 Housing Associates LLLP
545 Blaine St
Missoula MT 59801

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management

With a copy to:

Email: legal@enterprisecommunity.com
Attention: Chief Legal Officer

3. Entity Type and State:

Entity Type: Limited Liability Limited Partnership
State of Formation: Montana

4. Credit Allocation Amount: \$578,084 annually (or such other amount as determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit).

5. Low-Income Occupancy Percentage: 100% of the units will be leased to Low-Income Tenants.

6. Income Restrictions/Income Election Set-aside: Per Section 42 of the Code, the Owner has elected and the following Income Election Set Aside and Income Restrictions shall apply to the Project:

- a. 20-50 Test.
- b. 40-60 Test.
- c. Average Income Test.

7. Targeting Requirements: (49% and 55% targeting are not allowed with Average Income projects)

- _____ Of the units will be income targeted to 20% or less of Area Median Income Tenants
- 12 Of the units will be income targeted to 30% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 40% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 49% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 50% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 55% or less of Area Median Income Tenants
- 5 Of the units will be income targeted to 60% or less of Area Median Income Tenants
- 35 Of the units will be income targeted to 70% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 80% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to Market Tenants

8. Rent Restrictions:

- _____ Of the units will have Rents based on 20% of Area Median Income
- 12 Of the units will have Rents based on 30% of Area Median Income
- _____ Of the units will have Rents based on 40% of Area Median Income
- _____ Of the units will have Rents based on 50% of Area Median Income
- 5 Of the units will have Rents based on 60% of Area Median Income
- 35 Of the units will have Rents based on 70% of Area Median Income
- _____ Of the units will have Rents based on 80% of Area Median Income
- _____ Of the units will have Rents based on the market

9. Commitment Period:

The Commitment Period for the Project is 50 years (consisting of an Extended Use Period that includes the initial 15-year Compliance Period plus a period of 35 years beyond and in addition to the initial 15-year compliance period).

10. Unit amenities include but are not limited to: Air Conditioning, Dishwasher, Microwave, Patios or Balconies and Washer/Dryer hookups

11. Project or site amenities include but are not limited to: Library, On site Manager, Outdoor community area, Play area

12. Rent Increases

For existing tenants, Rent increases in any calendar year shall not exceed the lesser of any Rent increase permitted under: (a) Section 42 of the Code; or (b) Board Requirements.

13. Prior Declaration (for Resyndication Projects): None

14. Type of Project: (as noted in application) (select all that apply)

- Family
- Elderly (55+)
- Elderly (62+)
- Supportive
- Other:

EXHIBIT A-3
(Energy and Green Building Requirements)

See attached Architects letter and Green Initiatives Form



Green Building Initiatives for Twin Creek Apartments

July 27, 2023

Montana Housing
PO Box 200528
Helena, Montana 59620-0528

Dear Board Members

Mosaic Architects has reviewed the potential project scope of work for the Twin Creek Apartments proposed as a 9% LIHTC project to be constructed in Helena, Montana. The corresponding information following below shall serve as the project requirements.

The project will incorporate the following detailed Energy and Green Building Initiatives into the building design and project specifications/construction documents. This project will strive to exceed the IECC 2021 as described herein. The new 2024 IBC will be the code required for this project. MBOH will receive certification from our firm that the initiatives have been incorporated into this project upon completion.

Twin Creek Apartments has a total of 72 units in two buildings on a site in Helena Montana.

Building 1 – will include 24 Units, a leasing office and maintenance shop.

- (20) 1 bedroom units – 12 units are standard, 2 unit is Type A/V; 6 units are to be Type B •
- (4) 3 bedroom units - 4 units are standard units on upper floors
- 8 UNITS on the ground floor fall under the Fair Housing Act

Building 2 – will include 48 Units

- (24) 1 bedroom units – 16 units are standard, 1 unit is Type A, 7 units are Type B •
- (16) 2 bedroom units – 12 units are standard, 1 is Type A, 3 units are Type B
- (8) 3 bedroom units – 4 units are standard, 4 units are Type B
- 16 UNITS on the ground floor fall under the Fair Housing Act

GREEN INITIATIVES for ALL units

- ENERGY STAR APPLIANCES
 - Refrigerator/Freezer
 - Dishwashers
 - Clothes Washer's (available for lease)
- Energy Star Bathroom Exhaust Fans (vented to the exterior)
- Low/No VOC paint/adhesives
- Formaldehyde free/full sealed countertop and cabinets
- Water Flow Saving Devices- Kitchen Faucets=1.5gpm, Shower heads=1.5gpm, Faucets=1.0gpm
- Water Efficient Landscaping entire project
- On-site recycle of construction materials-(at time of letter) clean wood, cardboard, concrete



- Rain sensing landscape irrigation system where irrigation is installed
- Smoke free policy that includes all units, buildings, and their respective indoor common areas as well as any outside area of the multi-unit complex but within the property lines

INFRARED TEST – QAP 2020

We will be requiring the owner to hire a qualified energy consultant to Infrared test the buildings before and after the construction. Montana Housing will be notified and invited to attend one week in advance of the tests.

- Twin Creek Apartments will test 50% of the dwelling units total on the site and representative sampling of the common areas as applicable to one building on the site. Actual units tested will be selected by MH and the qualified energy consultant. Tests will be submitted to MH 30 days after the tests. Must test when there is a 20-degree temperature difference from the outdoors to the inside of the unit.

MINIMUM PROJECT REQUIREMENTS:

- Meet adopted IECC for envelope requirements for Insulation and Windows U Value
- LED Lighting on exterior and LED bulbs interior
- Toilets = min 1.6 gpf (with 3" flapper)
- NO Carpet
- Hard Surface Flooring = 12 mil min.
- Cabinets – where new, NO added Urea Formaldehyde, AWI Quality Standard compliant
- Carbon Monoxide / Smoke detectors – and as required by the AHJ
- By adopting the 2012 IECC features and the green building items, the project will consume less energy and reduce emissions associated with the building operation.

By adopting the 2012 IECC features and the green building items, the project will consume less energy and reduce emissions associated with the building operation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Tintinger".

Ben Tintinger, AIA
Principal, Mosaic Architecture, P.C.

Green Building and Energy Conservation Standards Form

Project Name: Twin Creek Apartments

Energy Star appliances: all initiatives chosen in this category must be included in all units for new const & where replaced for rehab (see list below)

Initiative	Total units in project:	52
	# of units	
Refrigerator	52	
Clothes Washer (if provided)	52	
Dishwasher (if provided)	52	
Range Hood fans vented to exterior (New Const only)		
Ceiling Fans (if provided)		
Bathroom exhaust fans vented to exterior (New Const only)	52	
Low/No VOC paint/adhesive	52	
Formaldehyde free/full sealed countertop and cabinets	52	
Engineered Lumber		
Water efficient landscaping- all for new Const, where replaced/modified for Rehab	52	
On-site recycle or repurpose of construction materials		
Water flow saving device - Showerheads=1.5 GPM & Kitchen Faucets=1.5 GPM & Lav faucets=1.0 GPM	52	
Rain sensing landscape sprinklers or rain adjustable system	52	
		% of property
Photovoltaic Panels		
Use of Montana products - 25% minimum		
Smoke free policy that includes all units, buildings, and their respective indoor common areas using a 20 foot setback from windows and doors if smoking outdoors		100%
A partnership with local or statewide health agencies offering cessation services		
Solar Hot Water system		

Energy Savings Design - Energy Star Certification

After recording return to:
Montana Board of Housing
Multifamily Program
P.O. Box 200528
Helena, MT 59620-0528

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING CREDITS
FOR Twin Creek Apartments

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "AGREEMENT"), dated as of the date of its execution specified below, by Twin Creek 9 Housing Associates LLLP, and their successors and assigns (the "Owner") is given as a condition precedent to the allocation of low-income housing credits by the Montana Board of Housing, an agency of the State of Montana (together with any successor to its rights, duties and obligations, the "Board").

WITNESSETH:

WHEREAS, the Owner is or will be the owner of a rental housing development located in the State of Montana on lands more particularly described in Exhibit A-1, attached hereto and incorporated herein by reference (together with all existing and later constructed buildings and improvements, the "Project"); and

WHEREAS, as specified in Exhibit A-1, the land upon which the Project is located (the "Project Land") is either owned by Owner or leased by Owner from the landowner as provided in and subject to a ground lease, and if the Project Land is leased by Owner pursuant to a ground lease (the "Lease"), such ground lease is attached as Exhibit B and incorporated herein by reference; and

WHEREAS, if the Project Land is leased by Owner pursuant to a ground lease as specified in Exhibit A-1, notwithstanding anything to the contrary contained in this Agreement, the terms of the Lease shall control in the event of any conflict between this Agreement and the Lease; and

WHEREAS, all of the Owner's right, title and interest in and to the Project is subject to this Agreement, including but not limited to all buildings, structures and improvements, and, as applicable, the Project Land or the Owner's leasehold interest in the Project Land, and as used in this Agreement, the term "Project" includes all such right, title and interest of Owner in the Project, including in the Project Land; and

WHEREAS, the Board has been designated by the Governor of the State of Montana as the housing credit agency for the State of Montana to make allocations of low-income housing tax credit dollars (the "Credit") for the State and to carry out the provisions of Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Owner has applied to the Board for an allocation of Credit to the Project in the Credit Allocation Amount specified in Exhibit A-2, attached hereto and incorporated herein by reference ("Exhibit A-2") (or in such other amount as is determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit); and

WHEREAS, the Owner has represented and committed to the Board in the Owner's Low-Income Housing Tax Credit Application (the "Application") that, for the duration of this Agreement: (i) the Owner shall lease that certain percentage of the units in the Project specified in Exhibit A-2 as the Low-Income Occupancy Percentage (the "Low-Income Occupancy Percentage" and such units, the "Low-Income Units") to individuals or families whose income is at or below the percentage(s) of the area median gross income (as adjusted for family size) specified in Exhibit A-2 as the Income Restrictions (the "Income Restrictions" and those individuals or families meeting the Income Restrictions, the "Low-Income Tenants") as determined in accordance with the Code; (ii) the Owner shall target such percentage of the Low-Income Units to tenants whose income is at or below the percentages of median income specified in Exhibit A-2 as the Targeting Requirements (the "Targeting Requirements"); (iii) the Owner shall not charge Low-Income Tenants gross lease or rent payments ("Rent") exceeding the percentages of Area Median Income specified in Exhibit A-2 as the Rent Restrictions (the "Rent Restrictions"); (the Low-Income Occupancy Percentage, the Income Restrictions, the Targeting Requirements and the Rent Restrictions together referred to herein as the "Occupancy Restrictions"); and in its Application represented and committed to certain additional specifications and characteristics for the Project, specified in Exhibit A-2 as Additional Project Specifications, upon which the Board relied in making its reservation of housing tax credits for the Project and which shall be binding upon the Owner and the Project; and

WHEREAS, the Board has determined that the Project qualifies for a Credit allocation, subject to completion of all applicable requirements, in an amount to be determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit; and

WHEREAS, the Project is eligible for a Credit allocation only if the Project will be subject to a binding commitment to maintain the Project as low-income housing for the initial 15-year compliance period plus an additional period of years, together specified in Exhibit A-2 as the Commitment Period (the "Commitment Period"), as provided in and subject to subsection 5(a), including without limitation certain Occupancy Restrictions and Transfer restrictions as set forth in this Agreement (the "Transfer Restrictions"); and

WHEREAS, in the Application, the Owner committed to maintain the Project as low-income housing for the full duration of the Commitment Period; and

WHEREAS, as a condition of allocation of the low-income housing tax credits as described herein, the Board's Qualified Allocation Plan ("QAP") requires that the Owner waive and forfeit the right to request that the Board locate a non-profit qualified buyer (the "qualified contract process"), agree to maintain the Low-Income Units through the entire Commitment Period, and agree that the Commitment Period may not be terminated early through the qualified contract process; and

WHEREAS, the Code requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement in order to create certain covenants running with the Project for the purpose of enforcing the Occupancy Restrictions, Transfer Restrictions and other requirements of Section 42 of the Code by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Board further requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement, in order to create certain covenants running with the Project that the Owner and the Project shall be subject to applicable requirements, including without limitation operating and replacement reserves, record-keeping, reporting, training, certification, audit, inspection and other compliance and enforcement requirements and payment of related fees to the Board, as set forth in Section 42 of the Code, and the Board's rules, guidelines and Applicable QAP (such requirements and fees together referred to as the "Compliance Provisions"); and

WHEREAS, the Board further requires as a condition precedent to the allocation of the Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement, in order to create certain covenants running with the Project (the "Enforcement Provisions") for the

purpose of enforcing the Occupancy Restrictions, Transfer Restrictions, the Energy and Green Building Requirements specified in Exhibit A-3, attached hereto and incorporated herein by this reference (the "Energy and Green Building Requirements") and Compliance Provisions (the Occupancy Restrictions, Transfer Restrictions, Energy and Green Building Requirements, Compliance Provisions and Enforcement Provisions together referred to herein as the "Covenants"); and

WHEREAS, the Owner, under this Agreement, intends, declares and covenants that all Covenants set forth herein, including without limitation the regulatory and restrictive covenants governing the use, occupancy and transfer of the Project, shall be and are covenants running with the Project for the term stated herein (including without limitation any applicable Tenant Protection Period during which the Tenant Protections shall continue in effect, as set forth in subsection 5(d)) and binding upon all subsequent owners of the Project Land for such term and are not merely personal covenants of the Owner;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner agrees as follows:

Section 1. Definitions. Words and phrases used herein shall have the same meaning as set forth in Section 42 of the Code, in regulations pertaining thereto promulgated by the Department of Treasury, the Department of Housing and Urban Development or another authorized federal agency or in the Board Requirements.

(a) References herein to "median income" or "Area Median Income" mean the area median gross income as adjusted for family size.

(b) References herein to "Board Requirements" mean and include the Board's rules, guidelines, Applicable QAP.

(c) References herein to "Applicable QAP" mean the Board's QAP (designated by year) that is applicable for purposes of the particular issue, process, criteria, standard, requirement, fee, determination or award as specified in the Board's most recently adopted QAP.

Section 2. Recording and Filing; Covenants To Run With the Project; Consent of Prior Lien Holders.

(a) Upon execution and delivery by the Owner, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Board an executed original of the recorded Agreement and any amendment showing the date of recording and recording references. The Owner acknowledges and agrees that the Board will not issue a Carryover Commitment or the Internal Revenue Service Form 8609 constituting final allocation of the Credit unless and until the Board has received the recorded executed original of the Agreement.

(b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the term of this Agreement, that this Agreement and the Covenants, including without limitation those regulating and restricting the use, occupancy and transfer of the Project: (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Project, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the Board and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of Montana to be satisfied in order for the provisions of this Agreement to constitute Project ownership restrictions and covenants running with the Project are and shall be deemed to be satisfied in full, or, in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project. For the longer of the period this Credit is claimed or the term of this Agreement, each and every contract, deed, bill of sale, assignment or other instrument hereafter executed conveying or providing for the conveyance of the Project or any portion thereof shall expressly provide

that such conveyance is subject to this Agreement; provided, however, this Agreement and the Covenants shall survive and be effective regardless of whether such contract, deed, bill of sale, assignment or other instrument hereafter executed conveying or providing for the conveyance of the Project or any portion thereof provides that such conveyance is subject to this Agreement.

(c) The Owner covenants to obtain a written agreement of any prior recorded lienholder on the Project, subordinating such lien to this Agreement, and the obtaining and submission to the Board of such written subordination agreement shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Credit.

Section 3. Representations and Warranties of the Owner. The Owner hereby represents and warrants as follows:

(a) The Owner: (i) is an entity of the type and duly organized under the laws of the state specified under Entity Type and State in Exhibit A-2; (ii) is authorized to transact business in the State of Montana; (iii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as represented in its Credit Application; and (iv) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution, recording and performance of this Agreement by the Owner: (i) have been duly authorized by all necessary action; (ii) do not violate any provision of law, rule or regulation or any order of any court or other agency or governmental body applicable to Owner, or Owner's properties, assets or liabilities; (iii) do not conflict with, violate or constitute a default under any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and (iv) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Agreement, have (i) good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement or other permitted encumbrances), or (ii) a lease of the Project Land effective for a period at least as long as the Commitment Period specified in subsection 5(a).

(d) There is no action, suit, investigation or proceeding at law or in equity or by or before any court, governmental instrumentality or other agency now pending or, to the knowledge of the Owner, threatened against or affecting it or any of its properties or rights which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, as represented in its Credit Application or as now contemplated by this Agreement, or that would materially adversely affect its financial condition.

(e) The Project constitutes or upon placement in service will constitute a qualified low-income building or qualified low-income project, as applicable, as defined in Section 42 of the Code and applicable Regulations.

(f) Each unit in the Project contains or upon placement in service will contain complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.

(g) Each Low-Income Unit is or upon placement in service will be suitable for occupancy in accordance with Section 42 of the Code and applicable local health, safety and building codes.

Section 4. Owner's Covenants and Agreements.

A. *Occupancy Requirements.* Owner covenants and agrees throughout the term of this Agreement that:

(i) *Income Election Set Aside.* The Owner shall meet and comply, in accordance with Section 42 of the

Code and Board Requirements, with the Income Election Set Aside in subsection (a), (b) or (c) that is specified as the Income Election Set Aside in Exhibit A-2 (the "Income Election Set Aside"):

(a) *20-50 Test*: At least 20% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 50% or less of area median income (the "20-50 Test");

(b) *40-60 Test*: At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 60% or less of area median income (the "40-60 Test"); or

(c) *Average Income Test*: At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the taxpayer with respect to the respective unit, where: (I) such designated imputed income limitations shall be in 10% increments from 20% to 80% of area median gross income, (II) the average of the designated imputed income limitations shall not exceed 60% of area median gross income, and (III) the units with respect to which an imputed income limitation has been designated shall be proportionately dispersed among the different unit sizes and buildings in the Project (the "Average Income Test").

(ii) *Low-Income Occupancy Percentage; Income Restrictions*. The Owner shall lease the Low-Income Units (*i.e.*, a percentage of the units in the Project that equals the Low-Income Occupancy Percentage specified in Exhibit A-2) to Low-Income Tenants (*i.e.*, at or below the Income Restrictions specified in Exhibit A-2).

(iii) *Targeting Requirements*. The Owner shall target such percentage of the Low-Income Units to tenants whose income is at or below the percentages of median income as set forth in the Targeting Requirements in Exhibit A-2.

(iv) *Rent Restrictions*. The Owner shall not charge Low-Income Tenants Rent exceeding the percentages specified in the "Rent Restrictions in Exhibit A-2.

(v) *Changes in Targeting Requirements or Rent Restrictions*. Except as provided in subsection 4.A.v.I below, the Targeting Requirements or Rent Restrictions of units may be changed only if the Board, in its sole discretion, determines that maintaining such Targeting Requirements or Rent Restrictions would cause undue hardship for the Project and approves such changes in writing.

(I) To the extent permitted by federal law, the Targeting Requirements (percentages of area median gross income) assigned to specific units may be changed from time to time so long as: (A) the average of the designated imputed income limitations for all Low-Income Units subject to the Average Income Test does not exceed 60% of area median gross income at any time; (B) the assignment of the various Targeting Restrictions (percentages of area median gross income) among the various unit sizes (*i.e.*, 1-bedroom, 2-bedroom, etc.) remain at substantially the same proportions as originally established in accordance with the Project's Application; (C) the applicable Targeting Restriction for any unit does not change during the tenancy of any tenant; and (D) the Owner notifies the Board in writing of the changes prior to the effective date of such changes. The Board may disapprove any such changes that fail to meet the foregoing requirements upon written notice to the Owner and such disapproval shall be effective prospectively with respect to tenant rental agreements entered into after the date of such notice. The Owner shall remain solely responsible for compliance with all applicable federal tax credit set aside requirements and neither this subparagraph nor the Board's disapproval or failure to disapprove of any such changes shall be deemed to constitute a representation or warranty by the Board of such compliance.

(vi) *Eviction; Rent Increases*. The Owner shall not (i) evict or terminate the tenancy of an existing tenant of any low-income unit other than for good cause, or (ii) impose any increase in the Rent with respect to any low-income unit not otherwise permitted under Section 42 of the Code or Board Requirements.

(vii) *General Public Tenants*. All Low-Income Units shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the Low-Income

Units) under the Income Restrictions/Income Election Set Aside specified in Exhibit A-2.

(viii) *Fair Housing Act*. The Owner agrees to comply fully with the requirements of the Fair Housing Act as it may from time to time be amended.

(ix) *Suitability for Occupancy*. Each Low-Income Unit is and will remain suitable for occupancy in accordance with Section 42 of the Code and applicable local health, safety and building codes.

(x) *Section 8 Tenants*. The Owner shall not refuse to lease any Low-Income Unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

B. *Transfer Restrictions*. Owner covenants and agrees throughout the term of this Agreement that:

(i) *Sale, Transfer or Exchange Subject to Covenants*. Subject to the requirements of Section 42 of the Code, Board Requirements and this Agreement, the Owner may sell, transfer or exchange the entire Project at any time, but prior to such sale, transfer or exchange the Owner shall: (a) notify in writing and obtain the written agreement of any buyer, transferee, successor or other person acquiring the Project or any interest therein that such acquisition is subject to this Agreement, Board Requirements and Section 42 of the Code and applicable regulations, including without limitation Owner training and certification requirements; (b) notify the Board in writing in accordance with the requirements of subsection B(ii); and (c) submit to the Board such completed forms, documents and other information as required by the Applicable QAP. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any low-income portion of the Project. The Owner agrees that the Board may void any sale, transfer or exchange of the Project if the buyer, transferee, successor or other person acquiring the Project or any interest therein fails to assume in writing the requirements of this Agreement, the Board Requirements and the requirements of Section 42 of the Code. Notwithstanding the provisions of this subsection, no portion of a building to which this Agreement applies may be sold to any person unless all of such building is sold to such person.

(ii) *Notification of Transfer*. The Owner must provide the Board with at least 120 days advance written notice prior to offering or listing the Project or any Project real property for sale, assignment, transfer or exchange or entering into any agreement for such transaction. The Board may notify prospective buyers of any proposed offering or listing and such prospective buyers may submit offers to Owner to purchase such property. The Owner shall further notify the Board in writing within ten (10) business days of the closing of any such sale, transfer or exchange of the entire Project and shall provide the Board with the written agreement, in the form prescribed by the Board, of the buyer, transferee, successor or other person to assume the requirements of this Agreement, the Board Requirements and Section 42 of the Code, including without limitation Owner training and certification requirements.

(iii) *Project Retention of Reserves on Sale, Transfer or Exchange*. Project replacement and operating reserves and reserve accounts required by applicable law, Board Requirements or this Agreement must be retained by the Project (and transferred to the new owner as applicable) in or as part of any sale, transfer or exchange of the Project. The Owner shall not withdraw or retain any such reserves or reserve accounts in or as part of any sale, transfer or exchange of the Project and the Owner agrees that the Board may void any sale, transfer or exchange of the Project that violates this subsection.

(iv) *No Demolition or Change in Use*. The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing in compliance with the Covenants during the term of this Agreement unless otherwise required by law.

(v) *Project Restoration*. If the Project, or any part thereof, shall be damaged or destroyed or shall be

condemned or acquired for public use, the Owner shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

C. *Energy and Green Building Requirements.*

(i) *Conditions of Tax Credit Allocation.* The Owner shall comply with the Energy and Green Building Requirements specified in Exhibit A-3.

D. *Compliance Provisions.* Owner covenants and agrees throughout the term of this Agreement that:

(i) *Compliance with Applicable Requirements.* The Owner shall be subject to and comply with all applicable requirements, including without limitation operating and replacement reserves, record-keeping, reporting, training, certification, audit, inspection and other compliance and enforcement requirements and payment of related fees to the Board, as set forth in Section 42 of the Code, and Board Requirements (such applicable requirements and fees together referred to as the "Compliance Provisions") In addition to the foregoing requirements, the Owner shall comply with all requirements regarding the maintenance, distribution, use and expenditure of replacement and operating reserves as specified in the Owner's partnership, operating or other governing owner or investor documents or agreements.

(ii) *Annual Compliance Certification.* The Owner shall prepare and submit to the Board a certification of program compliance in the form prescribed by the Board annually on or before the 25th of the month following the assigned annual period.

(iii) *Tenant Income Certification; Owner's Compliance Certificate.* The Owner shall, unless waived by the Department of Treasury pursuant to Section 42 of the Code, annually obtain and maintain on file from each Low-Income Tenant residing in the Project an updated copy of each tenant's executed Tenant Income Certification and Owner's Certificate of Continuing Compliance in the form prescribed by the Board. The Owner must submit a copy of each tenant's annual certification to the Board. The determination of whether a tenant meets the low-income requirement shall be made by the Owner at least annually on the basis of the current income of such Low-Income Tenant.

(iv) *Additional Records.* The Owner shall retain the following information for each year for each building in the Project for at least six years after the due date for filing the federal income tax return for such year, and with respect to the first year of the credit period, for at least 6 years beyond the due date for filing the federal income tax return for the last year of the compliance period for the building: (i) the total number of residential rental units in a building (including the number of bedrooms and the size in square feet of each residential rental unit); (ii) the percentage of residential rental units in the building that are Low-Income Units; (iii) the Rent charged on each residential rental unit in the building (including any utility allowances and mandatory fees); (iv) Low-Income Unit vacancies in the building and information showing when, and to whom, the next available units were rented; (v) the annual income certification of each Low-Income Tenant by unit, including annual certifications for each continuous Low-Income Tenant; (vi) documentation to support each Low-Income Tenant's income certification, including a copy of verification of income from third parties or 6 consecutive pay stubs; (vii) the eligible basis and qualified basis of the building at the end of the first year of the credit period; and (viii) the character and use of any nonresidential portion of the building included in the eligible basis of the building.

(v) *Additional Compliance Monitoring.* If at any point following execution of this Agreement, Section 42 of the Code or regulations implementing said section require the Board to undertake additional monitoring of the Owner's or Project's compliance with the Occupancy Restrictions or, alternatively, if the Board chooses to undertake additional monitoring of the Owner's or Project's compliance with the Occupancy Restrictions, the Owner shall take any and all actions reasonably necessary and required by the Board to substantiate the Owner's compliance with the Occupancy Restrictions and will pay a reasonable fee to the Board for such monitoring activities performed by the Board.

(vi) *Inspection*. At least once every three years, or more frequently if determined necessary by the Board in its sole discretion, the Owner shall permit, during normal business hours and upon minimal advance notice, any duly authorized representative of the Board to inspect any building in the Project and to inspect any books and records of the Owner regarding the Project with respect to the incomes of Low-Income Tenants and Rents charged to Low-Income Tenants (including utility allowances and mandatory fees) which pertain to compliance with the Occupancy Restrictions.

(vii) *Additional Compliance Substantiation*. The Owner shall submit any other information, documents or certifications requested by the Board which the Board shall deem reasonably necessary to substantiate the Owner's continuing compliance with the Covenants and this Agreement.

(viii) *Compliance with Covenants*. The Owner shall comply with and shall not knowingly take or permit any action or omission that would result in a violation of the requirements of Section 42 of the Code and applicable Regulations, Board Requirements, or of this Agreement.

(ix) *Reliance Upon Representations*. The Owner's representations and covenants set forth herein may be relied upon by the Board and all persons interested in Project compliance under Section 42 of the Code and the applicable Regulations.

E. *Enforcement Provisions*. Owner covenants and agrees throughout the term of this Agreement that:

(i) *Actions to Comply with Covenants*. Owner shall take any lawful action (including without limitation amendment of this Agreement, as may be necessary in the opinion of the Board) to comply fully with (i) the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed from time to time by the United States Department of the Treasury, the Internal Revenue Service, the Department of Housing and Urban Development or any other authorized governmental agency or instrumentality pertaining to the Owner's obligations under Section 42 of the Code and affecting the Project; (ii) this Agreement and the Covenants; or (iii) Board Requirements.

(ii) *Action for Specific Performance Authorized*. In consideration for receiving low-income housing credits for the Project and for purposes of assuring compliance of the Project and the Owner with this Agreement, Section 42 of the Code and the applicable regulations, and Board Requirements, the Owner hereby acknowledges and agrees that (a) the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder, and (ii) the Board or any individual who meets the income limitation applicable under this Agreement or Section 42 of the Code (whether a prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in a Montana state court of competent jurisdiction. In the event of default by Owner under the terms of this Agreement, a Limited Partner of the Owner may cure such default on behalf of the Owner according to the provisions of this Agreement.

(iii) *Actions of Non-Managing Members*. Notwithstanding anything contained herein to the contrary, any cure made or tendered by Owner's non-managing members shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 5. Term of Agreement.

(a) *Term*. Except as hereinafter provided, this Agreement and the Covenants shall commence with and apply beginning on the first day on which any building which is part of the Project is placed in service and shall terminate on the end of the Commitment Period. The Owner has committed to maintaining and shall maintain the Project as Low-Income Housing subject to the terms of this Agreement for and throughout the entire Commitment

Period specified in Exhibit A-2.

(b) *Waiver of Qualified Contract Process.* Except as specifically otherwise provided in subsection 5(c), this Agreement and the Covenants shall remain binding and effective and the Owner shall comply therewith for and during the entire Commitment Period specified above. By execution and recording of this Agreement, the Owner: (i) waives and forfeits the right to request that the Board locate a non-profit qualified buyer (the "qualified contract process"); (ii) agrees to maintain the Low-Income Units through the entire Commitment Period; and (iii) agrees that the Commitment Period may not be terminated early through the qualified contract process.

(c) *Partial Termination on Foreclosure.* The Occupancy Restrictions, Transfer Restrictions, Compliance Provisions and Enforcement Provisions specified herein, other than the Tenant Protections specified in subsection 5(d), shall terminate with respect to the Project or any Project building on the date the Project or any respective Project building is acquired by foreclosure or instrument in lieu of foreclosure (unless the Secretary of the Treasury determines that such acquisition is part of an arrangement to terminate the Occupancy Restrictions or, except as otherwise provided in the Lease, upon the date that the Lease terminates.

(i) *Notice of Default or Foreclosure.* Owner shall notify the Board within ten business days of the filing of any judicial foreclosure action, receipt of any notice of trustee's sale, receipt or submission of any proposal for a deed in lieu of foreclosure, receipt of any notice of default under any obligation secured by a mortgage or creation of any judgment lien with respect to the Project or any Project real property and provide MBOH with copies of the complaint, notice of trustee's sale, deed in lieu of foreclosure proposal, default notice or judgment, as applicable. The Board may notify the United States Secretary of the Treasury if it has reason to believe that any potential foreclosure sale or deed in lieu of foreclosure is part of an arrangement to terminate the LURA restrictions.

(d) *Tenant Protection Period.* In the event of termination as provided by subsection 5(c) above, the Tenant Protections specified in this subsection 5(d) shall remain binding and effective for a period of three years (the "Tenant Protection Period") following such termination. During the Tenant Protection Period, the Owner shall not (i) evict or terminate the tenancy of an existing tenant of any Low-Income Unit other than for good cause, or (ii) impose any increase in the Rent with respect to any Low-Income Unit not otherwise permitted under Section 42 of the Code (the "Tenant Protections"). The Tenant Protections that apply during the Tenant Protection Period also include the Compliance Provisions and Enforcement Provisions provided hereunder with respect to compliance with and enforcement of the requirements of clauses (i) and (ii) of this subsection 5(d). The Tenant Protection Period shall survive termination of the Lease except as specifically otherwise provided for in the Lease.

Section 6. Miscellaneous.

(a) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

(b) Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other address(es) as a party may from time to time designate in writing.

To the Board: Montana Board of Housing
P. O. Box 200528
Helena, MT 59620-0528
Attn: LIHTC Program

To the Owner: See Owner's Notice Address in Exhibit A-2.

The Board and the Owner may, by notice given hereunder, designate any further or different address(es) to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with the Code and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Credit.

(d) Release and Indemnification. The Owner hereby agrees to pay, indemnify and hold the Board harmless from any and all claims, losses, demands, suits, judgments, costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Board, arising from or relating to this Agreement, allocation of the Credit or recapture of the Credit. The Owner agrees to release the Board from and to indemnify the Board for any claim, loss, demand or judgment as a result of the allocation of tax credit dollars to the Project or the recapture of same by the Internal Revenue Service.

(e) Attorney Fees. The Owner hereby agrees to pay the Board's reasonable attorneys' fees and costs incurred in enforcing this Agreement, whether the same shall be enforced by suit or otherwise. The Owner also hereby agrees to pay the Board's costs, fees and expenses, including all reasonable fees and expenses of the Board's Counsel, which may be incurred in connection with any amendment to this Agreement, whether such amendment is at the request of the Owner or the Board.

(f) Priority, Subordination or Termination of Agreement. This Agreement shall apply according to its terms and shall have priority over any subsequently recorded or any subordinated mortgage or other instrument, except as otherwise provided in any subordination agreement executed by the Board. In the event of termination as provided in subsection 5(c), the Covenants, other than the Tenant Protections specified in subsection 5(d), shall terminate, but the Tenant Protections shall thereafter remain valid and effective during the 3-year Tenant Protection Period specified in subsection 5(d) and or Section 42 of the Code. In the event of Lease termination, the Tenant Protection Period shall survive termination of the Lease except as specifically otherwise provided for in the Lease.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Montana and, where applicable, the laws of the United States of America.

(h) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of the Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

(i) Agreement Controlling. Except with respect to the Lease or a Prior Declaration as provided in subsection 6(j), if applicable, the Owner shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions of this Agreement, and, in any event, the terms of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(j) Conflict with Prior Declaration. If a separate Declaration of Restrictive Covenants for Low-Income Housing Credits (the "Prior Declaration") was recorded prior to this Agreement with respect to a previous Credit award for the Project, the Prior Declaration is identified in Exhibit A-2 and shall remain effective according to its terms; provided, however, that in the event of any conflict between the terms of this Agreement and any Prior Declaration: (i) the term of this Agreement or the Prior Declaration that is more protective of or beneficial to tenants shall control and continue to apply with respect to each tenant whose tenancy existed as of the date of recording of this Agreement for so long as such tenancy shall continue; and (ii) the requirements of this Agreement shall control with respect to each tenant whose tenancy commences after the date of recording of this Agreement (regardless of whether the terms of this Agreement are more or less protective of or beneficial to tenants than the Prior Declaration).

(k) Exceptions, Waivers and Variances. Subject to applicable laws, the Board may in its discretion grant an exception, waiver or variance from any restriction, requirement or other term of this Agreement, and may impose any condition(s) or limitations it deems appropriate upon any such exception, waiver or variance. As a condition of considering any request for an exception, waiver or variance, the Board may require the Owner to

submit supporting information, documentation and justification for the request.

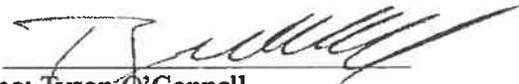
[Signature Page Follows:]

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by its duly authorized representative on:

TWIN CREEK 9 HOUSING ASSOCIATES LLLP,
a Montana limited liability limited partnership

By: Twin Creek 9 Managers LLC,
a Montana limited liability company
its General Partner

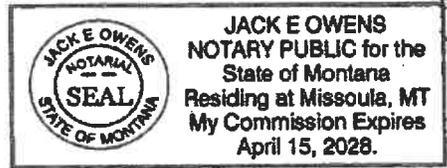
By: United Housing Partners LLC,
a Montana limited liability company
its Authorized Member

By: 
Name: Tyson O'Connell
Its: Sole Member

STATE OF MONTANA)
 :SS
County of Missoula)

This instrument was signed and sworn to before me on August 29, 2024, by Tyson O'Connell, Sole Member of United Housing Partners LLC, Authorized Member of Twin Creek 4 Managers LLC, General Partner of Twin Creek 9 Housing Associates LLLP.

WITNESS my hand and official seal.




Printed Name: _____
Notary Public for the State of _____

Exhibit A-1
(Legal Description of Project Land)

- The following described land upon which the Project is located is owned by the Owner and such land is subject to the terms of this Agreement.
- The following described land upon which the Project is located is leased by Owner from the owner of the land, as provided in and subject to the ground lease (the "Lease") attached as Exhibit B and such land is subject to the terms of this Agreement to the extent and as provided in the Lease.

The Project is located on land located in the City of Helena, County of Lewis and Clark, State of Montana, more particularly described as follows:

Twin Creek 9 Unit of Twin Creek Condominiums, a condominium complex as defined in the Declaration entered in to pursuant to the Montana Unit Ownership Act, according to the Declaration and together with its exhibits including a Site Plan recorded on August 16, 2024, in the records of Lewis and Clark County, Montana as Document No. 3426605.

Located on: Lot 5-A-1 of the Amended Plat of the Sleeping Giant Addition to the City of Helena Lots 4-A and 5-A in Block 4 of the Sleeping Giant Addition to the City of Helena, as shown on Amended Plat of said Sleeping Giant Addition filed under Document No. 504523/E, Certificate of Survey No. 3426426.

Together with such Unit's twenty eight percent (28%) interest in the general common areas as defined in the Declaration and shown on the plans attached thereto.

Said Units to be used for a residential condominium complex.

Exhibit A-2

1. Additional Project Specifications:

Any substantial changes to the Project from the Project as represented and described in the original Application must be approved in writing by the Board as provided in the Applicable QAP.

2. Owner's Notice Address:

Twin Creek 9 Housing Associates LLLP
545 Blaine St
Missoula MT 59801

3. Entity Type and State:

Entity Type: Limited Liability Limited Partnership
State of Formation: Montana

4. Credit Allocation Amount: \$650,000 annually (or such other amount as determined by the Board and set forth in IRS Form 8609 upon final allocation of the Credit).

5. Low-Income Occupancy Percentage: 100% of the units will be leased to Low-Income Tenants.

6. Income Restrictions/Income Election Set-aside: Per Section 42 of the Code, the Owner has elected and the following Income Election Set Aside and Income Restrictions shall apply to the Project:

- a. 20-50 Test.
- b. 40-60 Test.
- c. Average Income Test.

7. Targeting Requirements: (49% and 55% targeting are not allowed with Average Income projects)

- _____ Of the units will be income targeted to 20% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 30% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 40% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 49% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 50% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 55% or less of Area Median Income Tenants
- 20 _____ Of the units will be income targeted to 60% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 70% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to 80% or less of Area Median Income Tenants
- _____ Of the units will be income targeted to Market Tenants

8. Rent Restrictions:

_____ Of the units will have Rents based on 20% of Area Median Income

_____	Of the units will have Rents based on 30% of Area Median Income
_____	Of the units will have Rents based on 40% of Area Median Income
_____	Of the units will have Rents based on 50% of Area Median Income
<u>20</u>	Of the units will have Rents based on 60% of Area Median Income
_____	Of the units will have Rents based on 70% of Area Median Income
_____	Of the units will have Rents based on 80% of Area Median Income
_____	Of the units will have Rents based on the market

9. Commitment Period:

The Commitment Period for the Project is 50 years (consisting of an Extended Use Period that includes the initial 15-year Compliance Period plus a period of 35 years beyond and in addition to the initial 15-year compliance period).

10. Unit amenities include but are not limited to: Air Conditioning, Dishwasher, Microwave, Patios or Balconies and Washer/Dryer hookups

11. Project or site amenities include but are not limited to: Library, On site Manager, Outdoor community area, Play area

12. Rent Increases

For existing tenants, Rent increases in any calendar year shall not exceed the lesser of any Rent increase permitted under: (a) Section 42 of the Code; or (b) Board Requirements.

13. Prior Declaration (for Resyndication Projects): None

14. Type of Project: (as noted in application) (select all that apply)

- Family
- Elderly (55+)
- Elderly (62+)
- Supportive
- Other:

EXHIBIT A-3
(Energy and Green Building Requirements)

See attached Architects letter and Green Initiatives Form



Green Building Initiatives for Twin Creek Apartments

July 27, 2023

Montana Housing
PO Box 200528
Helena, Montana 59620-0528

Dear Board Members

Mosaic Architects has reviewed the potential project scope of work for the Twin Creek Apartments proposed as a 9% LIHTC project to be constructed in Helena, Montana. The corresponding information following below shall serve as the project requirements.

The project will incorporate the following detailed Energy and Green Building Initiatives into the building design and project specifications/construction documents. This project will strive to exceed the IECC 2021 as described herein. The new 2024 IBC will be the code required for this project. MBOH will receive certification from our firm that the initiatives have been incorporated into this project upon completion.

Twin Creek Apartments has a total of 72 units in two buildings on a site in Helena Montana.

Building 1 – will include 24 Units, a leasing office and maintenance shop.

- (20) 1 bedroom units – 12 units are standard, 2 unit is Type A/V; 6 units are to be Type B •
- (4) 3 bedroom units - 4 units are standard units on upper floors
- 8 UNITS on the ground floor fall under the Fair Housing Act

Building 2 – will include 48 Units

- (24) 1 bedroom units – 16 units are standard, 1 unit is Type A, 7 units are Type B •
- (16) 2 bedroom units – 12 units are standard, 1 is Type A, 3 units are Type B
- (8) 3 bedroom units – 4 units are standard, 4 units are Type B
- 16 UNITS on the ground floor fall under the Fair Housing Act

GREEN INITIATIVES for ALL units

- ENERGY STAR APPLIANCES
 - Refrigerator/Freezer
 - Range Hood (vented to the exterior)
 - Dishwashers
 - Clothes Washer's (available for lease)
- Energy Star Bathroom Exhaust Fans (vented to the exterior)
- Low/No VOC paint/adhesives
- Formaldehyde free/full sealed countertop and cabinets
- Water Flow Saving Devices- Kitchen Faucets=1.5gpm, Shower heads=1.5gpm, Faucets=1.0gpm
- Water Efficient Landscaping entire project
- On-site recycle of construction materials-(at time of letter) clean wood, cardboard, concrete



- Rain sensing landscape irrigation system where irrigation is installed
- Smoke free policy that includes all units, buildings, and their respective indoor common areas as well as any outside area of the multi-unit complex but within the property lines

INFRARED TEST – QAP 2020

We will be requiring the owner to hire a qualified energy consultant to Infrared test the buildings before and after the construction. Montana Housing will be notified and invited to attend one week in advance of the tests.

- Twin Creek Apartments will test 50% of the dwelling units total on the site and representative sampling of the common areas as applicable to one building on the site. Actual units tested will be selected by MH and the qualified energy consultant. Tests will be submitted to MH 30 days after the tests. Must test when there is a 20-degree temperature difference from the outdoors to the inside of the unit.

MINIMUM PROJECT REQUIREMENTS:

- Meet adopted IECC for envelope requirements for Insulation and Windows U Value
- LED Lighting on exterior and LED bulbs interior
- Toilets = min 1.6 gpf (with 3" flapper)
- NO Carpet
- Hard Surface Flooring = 12 mil min.
- Cabinets – where new, NO added Urea Formaldehyde, AWI Quality Standard compliant
- Carbon Monoxide / Smoke detectors – and as required by the AHJ
- By adopting the 2012 IECC features and the green building items, the project will consume less energy and reduce emissions associated with the building operation.

By adopting the 2012 IECC features and the green building items, the project will consume less energy and reduce emissions associated with the building operation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Tintinger".

Ben Tintinger, AIA
Principal, Mosaic Architecture, P.C.

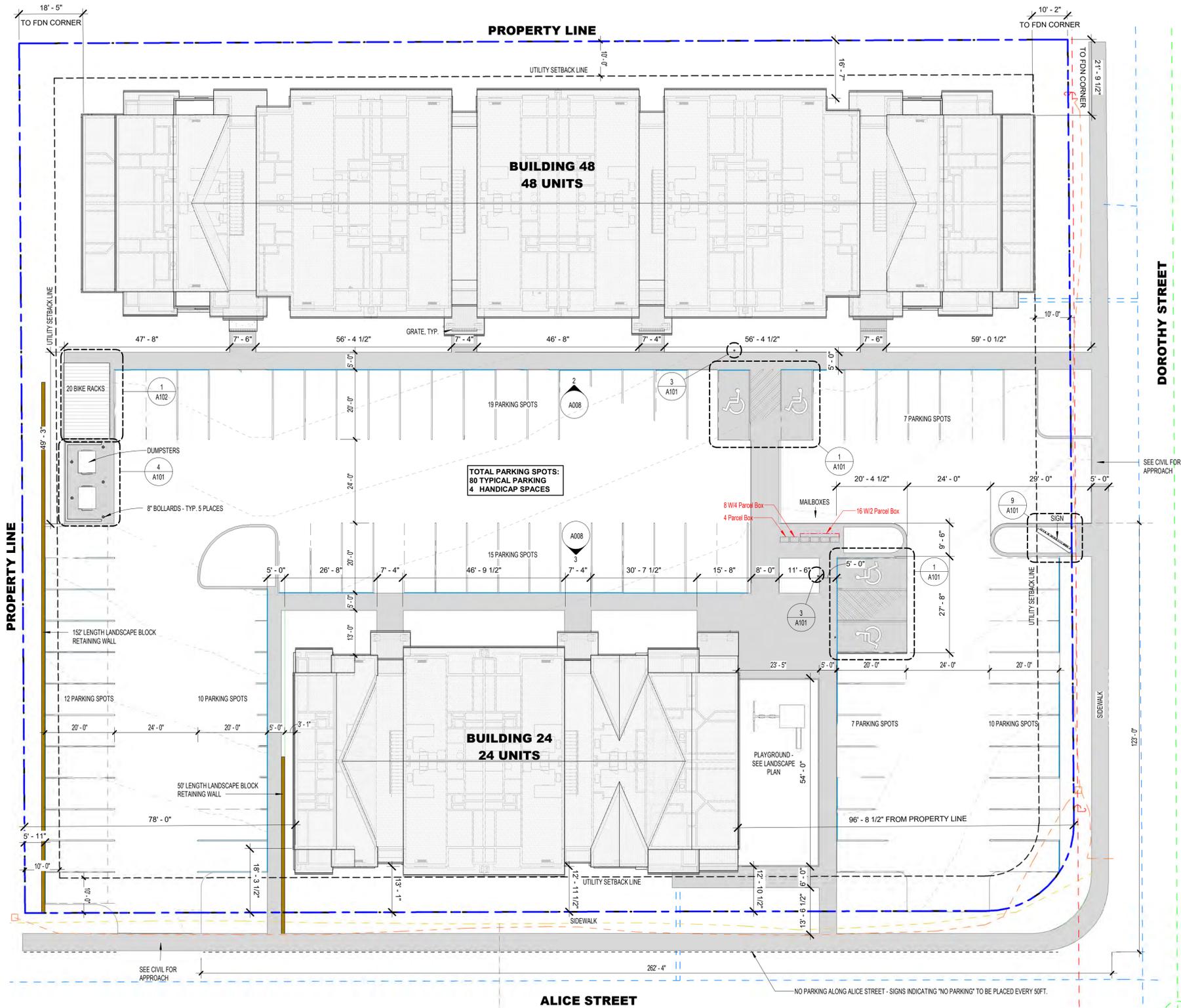
Green Building and Energy Conservation Standards Form

Project Name: Twin Creek Apartments

Energy Star appliances: all initiatives chosen in this category must be included in all units for new const & where replaced for rehab (see list below)

Initiative	Total units in project:	20
	# of units	
Refrigerator	20	
Clothes Washer (if provided)	20	
Dishwasher (if provided)	20	
Range Hood fans vented to exterior (New Const only)		
Ceiling Fans (if provided)		
Bathroom exhaust fans vented to exterior (New Const only)	20	
Low/No VOC paint/adhesive	20	
Formaldehyde free/full sealed countertop and cabinets	20	
Engineered Lumber		
Water efficient landscaping- all for new Const, where replaced/modified for Rehab	20	
On-site recycle or repurpose of construction materials		
Water flow saving device - Showerheads=1.5 GPM & Kitchen Faucets=1.5 GPM & Lav faucets=1.0 GPM	20	
Rain sensing landscape sprinklers or rain adjustable system	20	
		% of property
Photovoltaic Panels		
Use of Montana products - 25% minimum		
Smoke free policy that includes all units, buildings, and their respective indoor common areas using a 20 foot setback from windows and doors if smoking outdoors		100%
A partnership with local or statewide health agencies offering cessation services		
Solar Hot Water system		

Energy Savings Design - Energy Star Certification



GENERAL SITE PLAN NOTES

1. DETERMINE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO DEMO, EXCAVATION OR PLANTING. MAINTAIN 10' MIN DISTANCE FROM ALL TREES TO UTILITY LINES.
2. PROTECT ALL EXISTING ITEMS/SURFACES TO REMAIN. EXISTING ELEMENTS DAMAGED DURING CONSTRUCTION TO BE REPAIRED OR REPLACED BY CONTRACTOR AS DIRECTED BY THE ARCHITECT AT NO COST TO OWNER.
3. SITE GRADING IS BASED ON FINISH FLOOR ELEVATION OF 100.00 IS EQUAL TO SITE GRADE OF ##### FEET

PROPERTY/ZONING INFORMATION

STREET ADDRESS: DORTHY AND ALICE STREETS, HELENA, MT 59601
 ZONING DISTRICT: B-2
 ZONING CODE: HELENA CITY CODE TITLE 11 - ZONING, AS AMENDED BY ORDINANCE NO. 3097, ZONING
 GEOCODE: 05-1888-27-4-01-05-0000
 LOT DESC: SLEEPING GIANT AMEND INDUS PARK, S27, T10 N, W1, BLOCK 4, LOT 5A, COS #504523E
 LOT AREA: 1.726 ACRES = 75,185 SF

BUILDING COVERAGE (FOOTPRINT) AREA:
 BLDG 1 - 48 UNITS: 14,670 SF
 BLDG 2 - 24 UNITS: 7,050 SF
 TOTAL: 21,720 SF

LOT COVERAGE:
 MAXIMUM: NONE
 PROPOSED: 28.9%

SETBACK REQUIREMENTS:
 FRONT: NONE
 REAR: NONE (UNLESS ABUTTING RESIDENTIAL - N/A)
 SIDE: NONE (UNLESS ABUTTING RESIDENTIAL - N/A)
 PROPOSED: SEE SITE PLAN
 SEE 10' UTILITY EASEMENTS FROM EACH PROPERTY LINE

BUILDING HEIGHT:
 MAXIMUM: 75'-0"
 PROPOSED: 43'-6"

OFF STREET PARKING:
 REQUIRED: 1 SPACE / RESIDENTIAL UNIT = 72 SPACES
 PROPOSED: 84 (INCLUDES 4 ADA)

BICYCLE PARKING:
 PROPOSED: 20 SPACES

ACCESSIBLE PARKING:
 REQUIRED: 4 (=1 PER 25 SPACES)
 PROPOSED: 4

LANDSCAPING AREA:
 REQUIRED: LANDSCAPE ALL AREAS OF TRACT NOT COVERED BY BUILDINGS, PARKING LOTS, WALKS, UTILITY POLES & BOXES. MINIMUM 50% LIVE VEGETATIVE COVER WHERE USING PLANTS NOT REQUIRING IRRIGATION.
 PROPOSED: ALL SUCH AREAS TO BE LANDSCAPED WITH PLANTS NOT REQUIRING IRRIGATION.

PARKING LOT LANDSCAPING:
 REQUIRED: 30 SF PER PKG SPACE: 30 X 84 = 2520 SF
 PROPOSED: 19,700 SF ON SITE - OVER 5,500 SF (ADJACENT TO PARKING LOT)

LINEWORK LEGEND - SITE

- SEWER LINE
- WATER LINE
- POWER LINE
- GAS LINE
- FIBER LINE

1 SITE PLAN Copy 1
 1/16" = 1'-0"

50%CD - NOT FOR CONSTRUCTION

mosaic
 architecture-planning-design

317 Cruse Ave, Suite 201
 Helena, Montana
 59601
 406.449.2013
 www.mosaicarch.com

TWIN CREEK APARTMENTS

300 & 310 DORTHY STREET

OVERALL SITE PLAN

DATE: 03/22/2024

SHEET: **A100**

Twin Creek Apartments

Executive Summary:

United Housing Partners LLC (UHP) will build 72 new affordable apartments in Helena, Montana by twinning 9% and 4% Low Income Housing Tax Credits (LIHTCs) along with Coal Trust Multifamily Home (CTMH) Loan funds, a construction loan, and other soft loans. This structure will allow the Montana Board of Housing to leverage a single 9% LIHTC award to create 72 new LIHTC homes.

Project Description:

The 72 homes will be located on Helena's east side at the corner of Alice Street and Dorothy Street. The project will be known as Twin Creek Apartments (the Project). Through the use of Income Averaging (IA), the Project will have a weighted average income restriction of 60% across all dwellings.

Twin Creek 9 will stand alone for funding, accounting, management, ownership, and compliance as 20 1-bedroom apartments for residents earning 60% or below the Area Median Income (AMI),

Twin Creek 4 will stand alone for funding, accounting, management, ownership, and compliance as 52-apartments across two buildings with:

- 35 apartments for residents earning up to 70% or below AMI
- 5 apartments for residents earning up to 60% or below AMI, and
- 12 apartments for Extreme Low-Income residents earning 30% or below the AMI

A condo structure will be used and:

- Twin Creek 9 Housing Associates LLLP (Twin Creek 9) will own 8 units on floor 1 of building 1, 6 units on floor 2 of building 1, and 6 units on floor 3 of building 1. Twin Creek 9 will also own the land and parking lot as shown with the blacked hashed line on the site plan below.
- Twin Creek 4 Housing Associates LLLP (Twin Creek 4) will own the entirety of building 2, 2 units on floor 2 of building 1, 2 units on floor 3 of building 1, and the leasing office/ maintenance / fitness area (common space) on floor 1 of building 1. Twin Creek 4 will lease this common space back to Twin Creek 9 and will own the parking lot and areas not inside the blacked hashed line on the site plan below.

Management and Expenses:

Twin Creek 4 and Twin Creek 9 will be managed as separate projects with one set of financials for Twin Creek 4 and another for Twin Creek 9 kept by the same management company. Common project expenses will be split prorata based on unit count with 72% of expenses going to Twin Creek 4 and 28% of expenses going to Twin Creek 9. Project specific expenses such as, but not limited to, financial audits will be billed directly to Twin Creek 4 or Twin Creek 9.

Entities:

(LP) Twin Creek 9 Housing Associates LLLP, a Montana LLLP, 545 Blaine St Missoula MT, EIN 93-4465501

(GP) Twin Creek 9 Managers LLC, a Montana LLC, 545 Blaine St Missoula MT, EIN 93-4225371

(LP) Twin Creek 4 Housing Associates LLLP, a Montana LLLP, 545 Blaine St Missoula MT, EIN 93-4534100

(GP) Twin Creek 4 Managers LLC, a Montana LLC, 545 Blaine St Missoula MT, EIN 93-4260731

(DEV) Twin Creek Developers LLC, a Montana LLC, 545 Blaine St Missoula MT, EIN 93-4209246

Developer and Development Team:

As UHP's principal and lead developer, Tyson O'Connell has over twelve years of experience developing affordable housing throughout the country, has developed and/or been a partner in over 4,500 units of affordable housing, and recently returned to Helena, where he was born and raised, to complete the rehabilitation of Fire Tower Apartments. UHP is headquartered in Missoula, with an office in Helena, and many of its team members and consultants have also worked with Wishcamper Development Partners LLC. Together, the UHP team have over 25 years of combined experience in LIHTC and affordable housing development.

UHP has worked closely with Mosaic Architecture and WWC Engineering to develop a site plan, buildings, and units design for the Project. Both companies have valuable experience developing affordable and market rate multifamily housing in Helena. The General Contractor (GC) will be selected through an interview process and the developer will negotiate a General Contractor as Construction Manager (GCCM) contract with the GC to ensure the GC is involved in the design, planning, and implementation of the development timeline.

Development Timeline:

January 2023	Purchase Agreement for site control of parcel identified for the Project.
June 2023	\$1,000,000 Helena Affordable Housing Trust Funds (HAHTFs) construction loan and \$400,000 permanent loan secured.
August 23, 2023	\$1,578,962 National Housing Trust Funds (NHTF) secured.
October 2023	\$6,500,000 total 9% LIHTC funding secured.
November 17, 2023	\$947,232 NHTF secured, total NHTF secured = \$2,526,194.
January 2024	Apply for additional \$400,000 HAHTF permanent loan
March 2024 to August 2024	Bidding phase and permitting processes completed.
August 2024	LIHTC closing.
August 2024 to January 2026	Construction period (2 phases)
September 2025	Certificate of Occupancy issued for Twin Creek 9.
January 2026	Certificate of Occupancy issued for Twin Creek 4.
May 2026	Stabilization.
June 2026	Tax credit certification and 8609s.

Financing Plan and Use of Tax Credits:

Twin Creek 9 construction financing will be through 9% LIHTC equity of \$5,134,765, a Bridge to Equity Linked Deposit (MTBOI) Construction loan of \$4,950,000, and a deferred developer fee of up to \$2,498.

Twin Creek 9 permanent financing: At stabilization, the Bridge to Equity Construction loan will be paid-off with LIHTC equity and a \$1,115,346 Montana Coal Trust Loan.

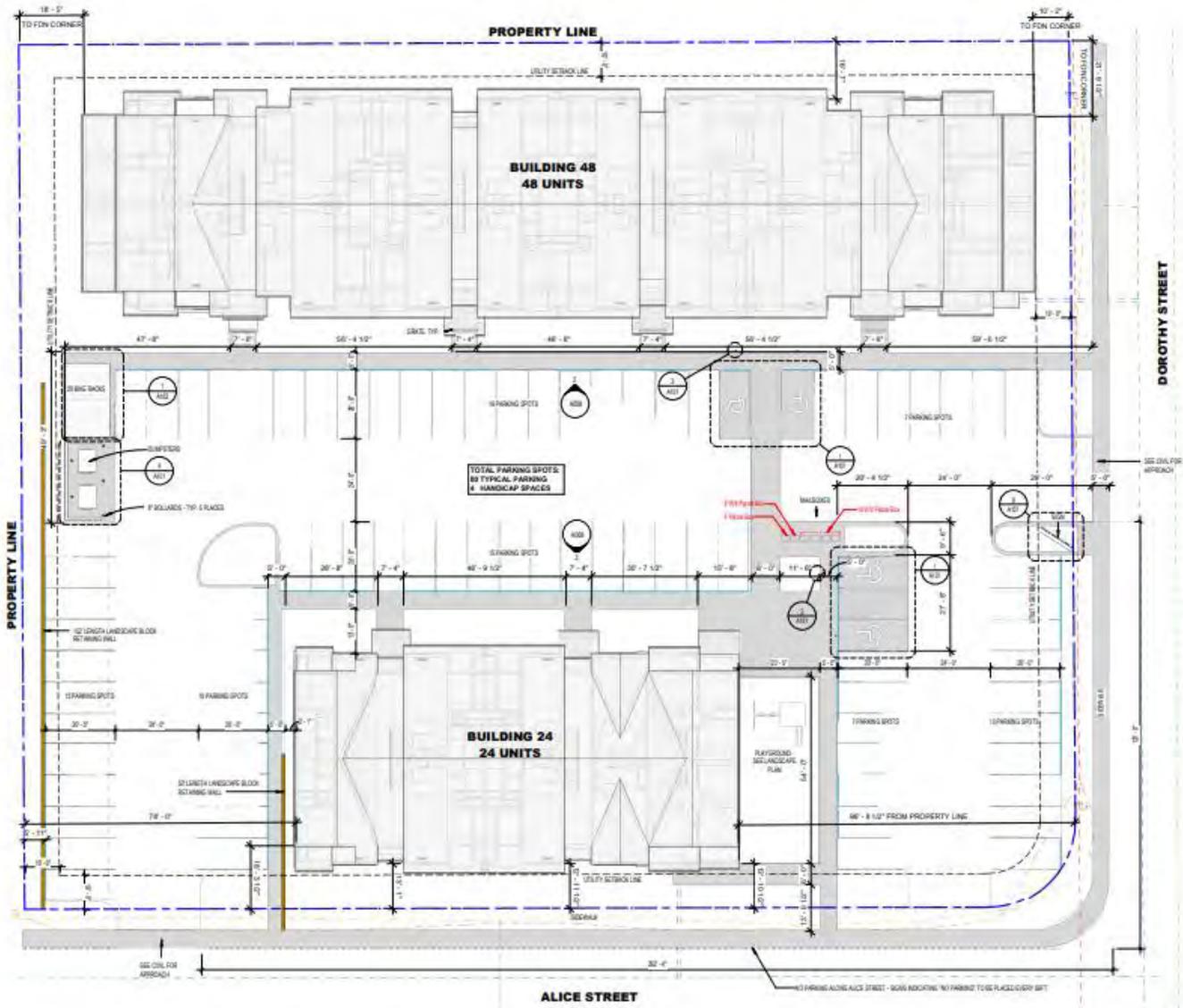
Twin Creek 4 construction financing will use a Montana Coal Trust Loan of \$7,686,748, 4% LIHTC equity estimated at \$4,994,824, a \$500,000 Montana Healthcare Foundation loan, a City of Helena Affordable Housing Trust Fund loan of \$1,000,000, National Housing Trust Funds of \$2,526,194, a Bridge to Equity Linked Deposit (MTBOI) Construction loan of \$3,500,000 and collateralized short-term, tax-exempt bonds up to \$10,420,364.

Twin Creek 4 permanent financing: At Stabilization, the short-term bonds, \$200,000 of the HAHTF Loan, and the Bridge to Equity Loan will be paid-off with LIHTC equity. The \$800,000 HAHTF Permanent Loan will remain in place.

SOURCES & USES SUMMARY

SOURCES OF FUNDS	Total	Per-Unit	% Total	4% Project	9% Project	USES OF FUNDS	Total	Per-Unit	% Total	4% Project	9% Project
First Mortgage	\$8,209,337	\$114,019	37.1%	\$7,093,991	\$1,115,346	Acquisition-Related Costs	\$522,500	\$7,257	2.4%	\$377,361	\$145,139
Helena HTF	\$800,000	\$11,111	3.6%	\$800,000	\$0	Construction-Related Costs	\$15,255,096	\$211,876	68.9%	\$11,086,096	\$4,169,000
National HTF	\$2,526,194	\$35,086	11.4%	\$2,526,194	\$0	Soft Costs	\$1,685,500	\$23,410	7.6%	\$1,225,361	\$460,139
Montana Healthcare Foundation	\$500,000	\$6,944	2.3%	\$500,000	\$0	Carrying Costs - Interest, RE/Tax	\$1,007,083	\$13,987	4.5%	\$675,324	\$331,758
Not Used	\$0	\$0	0.0%	\$0	\$0	First Mortgage Costs	\$167,563	\$2,327	0.8%	\$131,410	\$36,153
Not Used	\$0	\$0	0.0%	\$0	\$0	Bond Issuance Costs	\$313,558	\$4,355	1.4%	\$313,558	\$0
Letters of Credit	\$0	\$0	0.0%	\$0	\$0	Subordinate, Constr. Loan Costs	\$173,000	\$2,403	0.8%	\$90,306	\$82,694
LIHTC Equity (Federal)	\$9,648,447	\$134,006	43.6%	\$4,514,667	\$5,133,780	Equity & LIHTC-Related Costs	\$326,663	\$4,537	1.5%	\$165,163	\$161,500
LIHTC Equity (State)	\$0	\$0	0.0%	\$0	\$0	Reserves & Escrows	\$337,122	\$4,682	1.5%	\$243,477	\$93,645
HTC Equity (Federal)	\$0	\$0	0.0%	\$0	\$0	Resident Services Reserve	\$0	\$0	0.0%	\$0	\$0
HTC Equity (State)	\$0	\$0	0.0%	\$0	\$0	Not Used	\$0	\$0	0.0%	\$0	\$0
Interim Income	\$0	\$0	0.0%	\$0	\$0	Not Used	\$0	\$0	0.0%	\$0	\$0
Donated Developer Fee	\$500,000	\$6,944	2.3%	\$500,000	\$0	Dev Fee Reduction Soft Cost Ratio	-\$500,000	-\$6,944	-2.3%	-\$500,000	\$0
Additional Deferred Dev Fee	\$450,502	\$6,257	2.0%	\$431,434	\$19,068	Max Developer Fee	\$2,846,395	\$39,533	12.9%	\$2,058,229	\$788,166
	\$22,134,480	\$307,423	307.423%	\$15,866,285	\$6,268,195		\$22,134,480	\$307,423	100.0%	\$15,866,285	\$6,268,195

Site Plan:



Renderings:





Twin Creek Apartments - Final Permit Fees Paid

BLDG	24 Building	24 Building	48 Building-FULL	48 Building-FULL	48 Building- ≤ 60% AMI	48 Building- > 60% AMI
TYPE		24 Units		48 Units	13 Units (36.287%)	35 Units (63.713%)
ADDRESS		300 Dorothy		310 Dorothy	310 Dorothy	310 Dorothy
Application No. - Full Permit		RMF24-00043		RMF24-00044	RMF24-00044	RMF24-00044
Full Contract Dollar Value		\$3,909,933.00		\$10,054,113.00	3,648,335.98	\$6,405,777.02
SF Valuation		3,306,721.00		6,633,268.80		
Building Permit Fee		12,957.50		29,856.25	10,833.94	19,022.31
Plan Check Fee		8,422.38		19,406.56	7,042.06	12,364.50
Mechanical Permit	\$111,222.00	696.00	\$311,713.00	1,496.00	542.85	953.15
Plumbing Permit	Per Fixture Count	1,857.00	Per Fixture Count	3,548.50	1,287.64	2,260.86
Electrical Permit	\$306,620.00	1,693.80	\$788,451.00	3,717.49	1,348.97	2,368.52
Electrical Temporary Power		42.00		42.00	15.24	26.76
Fire Service Inspection		29.50		29.50	10.70	
W/S Inspection Permits	1 ea @ \$43.50	43.50	1 ea @ \$43.50	43.50	15.78	27.72
		\$25,741.68		\$58,139.80	\$21,097.19	\$37,023.82
Other Fees Required at Time of Permitting-Not eligible for fee waiver						
Water Meter Size		2" TF		3" TF		
Water Meter Fee		2235.00		3236.00		
Water SDF		2580.00		4837.00		
Sewer SDF		3997.50		8002.50		
Sidewalk		9.00		0.00		
Fire -Water Tap		254.00		254.00		
Water Tap		221.00		254.00		
Sewer Tap		35.00		35.00		
Street Openings						
Curb cuts	2 ea	30.00		0.00		

Building Fund: 503		FY 2022 Actual	FY 2023 Actual	FY 2024			Preliminary FY 2025 Budget	Preliminary over (under) Adopted
				Adopted	Amended	Projected		
3000000	Revenues							
3200000	License & Permits							
3290100	Building Permits	622,157	806,705	753,646	753,646	753,646	753,646	-
3290200	Electrical Permits	111,041	113,941	120,286	120,286	120,286	120,286	-
3290300	Plumbing Permits	120,817	100,680	147,158	147,158	147,158	147,158	-
3290400	Plan Check Fees	347,274	479,827	438,719	438,719	438,719	438,719	-
3290700	Water Well Permits	100	-	100	100	100	100	-
3290800	Curb Cuts	2,196	2,083	6,000	6,000	6,000	6,000	-
3290900	Street Opening Permits	7,350	6,075	9,520	9,520	9,520	9,520	-
3291000	Encroachment Surveys	(2,685)	-	-	-	-	-	-
3291100	Sewer Taps	11,859	10,881	12,883	12,883	12,883	12,883	-
3200000	Total	1,220,108	1,520,192	1,488,312	1,488,312	1,488,312	1,488,312	-
3670000	Investment Earnings							
3670000	Interest Earnings	5,014	68,745	30,000	30,000	115,418	75,000	45,000
3670000	Total	5,014	68,745	30,000	30,000	115,418	75,000	45,000
3800000	Other Financing Sources / (Uses)							
3810000	Other Revenues	-	-	-	-	-	(80,000)	(80,000)
3800000	Total	-	-	-	-	-	(80,000)	(80,000)
3830000	Interfund Transfers In							
3830645	T/in - 645 Insurance & Safety	5,629	2,098	1,316	1,316	1,316	1,314	(2)
3830000	Total	5,629	2,098	1,316	1,316	1,316	1,314	(2)
	TOTAL REVENUE	1,230,751	1,591,035	1,519,628	1,519,628	1,605,046	1,484,626	(35,002)