



# City of Helena

CITY OF HELENA  
City Commission Meeting  
July 21, 2025 - 6:00 PM

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

**1. Call to Order and Roll Call**

**A.** Meeting Rules of Procedure

**2. Pledge of Allegiance**

**3. Minutes**

**A.** 7-7-25 Commission Meeting

**4. Bid Award**

**A.** Bid Award for the City of Helena WWTP Boiler Project #25-11

**5. Communication/Proposals from Commissioners**

**6. Report of the City Attorney**

**7. Report of the City Manager**

**8. Communications from the Helena Citizens Council**

**9. Regular Items**

**A.** Consider a Resolution Relating to \$7,000,000 General Obligation Bonds, Series 2025; Determining the Form and Details, Authorizing the Execution and Delivery and Levying Taxes for the Payment Thereof

**B.** Consider Exclusive Use Right-of-Way Permit for Lewis & Clark County to install a Back-Up Generator

**C.** Consider a new ten-year lease agreement with Broadwater Productions, Inc. for the lease of the Grandstreet Theatre located at 325 Park Avenue.

**10. Public Hearings**

**A.** Consider Final Passage of a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as: Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

**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](mailto:dmclayborn@helenamt.gov).

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

The City of Helena is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The City will not exclude persons

with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities.

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

Phone: (406) 447- 8490

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

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

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

## **Rules of Procedure:**

Good evening and welcome to the City of Helena City Commission Meeting. We appreciate your attendance and participation. To ensure our meetings are productive and respectful, we ask everyone to adhere to the following guidelines:

### **Decorum and Expectations:**

- Please maintain respect towards the Commission, presenters, and other participants. All participants are expected to avoid using profanity or hostile language. Inappropriate behavior or continued disruptions may result in action by the Commission.

### **Zoom Participation Decorum:**

- Please keep your microphone muted unless you are speaking to minimize background noise.
- Use the “Raise Hand” feature if you wish to speak and wait to be recognized by the chair.
- If available to you, please ensure your video is on if you are speaking, to maintain transparency and engagement.
- Participants joining by telephone may raise their hand by pressing \*9 and mute/unmute themselves using \*6.

### **Public Comment:**

- Public comments will be recognized only during designated periods by the presiding officer.
- State your name for the record when recognized to speak.
- **Each speaker will be given two minutes to make their comments. At two minutes, you will be asked to begin wrapping up. Please keep comments respectful, concise, and non-repetitive.**
- Individuals may speak once per agenda item and during the general comment period at the end of the meeting.
- **Comments will first be taken from people present in the room, followed by online participants.**
- Online participants may also use the Q&A feature to submit written comments.
- **If you ask a question during public comment, it will be recorded but you likely will not receive an answer. The purpose of public comment is for you to share your thoughts on a topic, not ask questions to City staff.**
- Members of the Commission may ask clarifying questions during the comment period.
- **All comments will be recorded in the permanent record. Formal statements can be submitted via the General Public Comment form on the City’s website. Comments on public engagement pages and media are public records under MCA 2-6-1003.**

### **Montana’s Right to Participate and Right to Know Laws:**

- In accordance with Montana’s right to participate law (MCA 2-3-103), the public is encouraged to engage in the decision-making process.
- The right to know law (MCA Article II Section 10) ensures that all meetings are open to the public and that records are accessible. We strive to maintain transparency and accountability in all our proceedings.

### **Public Meetings and Recordings:**

- **Please be aware that all public meetings and recordings are considered public records. These records are accessible to the public at any time.**
- **By participating in this meeting, you acknowledge that your comments and participation will be part of the public record.**

Thank you for your cooperation and for contributing to a respectful and effective meeting.



**City of Helena  
City Commission Meeting  
July 7, 2025 – 6:00 PM**

**Zoom Hub Link; <https://zoom.helenamt.gov/c/36053471/publicmeetings>  
City County Building Commission Chambers, Room 330**

**Time & Place**

A regular City Commission meeting was held on Monday, July 7, 2025 at 6:00 p.m. via  
Zoom Hub Link: <https://zoom.helenamt.gov/c/36053471/publicmeetings> and  
physically in the City County Building Commission Chambers, Room 330.

**Call to Order and Roll Call**

**(00:03:35)** The following responded present, either via zoom or in person:

**In Person**

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

**Via Zoom**

None

The following were absent:

Commissioner Reed

**Pledge of Allegiance**

**(00:04:13)** Mayor Collins asked attendees to please stand and join in the  
Pledge of Allegiance.

**Minutes**

- A.** 6-11-25 Admin Meeting
- B.** 6-16-25 Commission Meeting
- C.** 6-25-25 Admin Meeting
- D.** 6-25-25 Special Commission Meeting



(00:05:02) Clerk Clayborn discussed a discrepancy in the public comment section of the 6-25-25 Commission Meeting minutes.

(00:05:25) **There being no further comments or questions from the Commission, Mayor Collins accepted Minutes A, B, C, and D.**

## **Board & Committee Update**

### **A. Board Appointments**

(00:05:38) Mayor Collins presented Item A.

(00:06:28) **Commissioner Shirliff made a motion to approve Board Appointments. Commissioner Dean seconded the motion.**

(00:06:52) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

## **Bid Award**

### **A. Community Facilities - Bid Award for the Fire Station #1 Mechanical Upgrades Project CF23007**

(00:07:21) Facilities Manager Johnson presented Item A.

(00:08:10) Commissioner Dean asked Manager Johnson about the cost savings estimate.

(00:08:30) Commissioner Shirliff asked Manager Johnson about the lifespan of a new boiler.

(00:09:05) **Commissioner Logan made a motion to award the Fire Station #1 Mechanical Upgrades Project CF23007 to the lowest responsive bidder, Tri-County Mechanical & Electrical in the amount of \$325,649. Commissioner Dean seconded the motion.**

(00:09:43) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**



Commissioner Logan voted: **Aye**  
Commissioner Reed voted: **Absent**  
Commissioner Dean voted: **Aye**  
Mayor Collins voted: **Aye**  
**The motion carried 4:0.**

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

(00:10:00) Mayor Collins read a statement related to a recent incident involving federal law enforcement.

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

(00:15:20) City Attorney Dockter had nothing to report.

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

(00:15:27) City Manager Burton had nothing to report.

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

(00:15:40) HCC Representative Nancy Perry discussed recent and upcoming meeting agenda items, including their recommendation for the Broadway Storm Drain project.

### **Regular Items**

#### **A. Consider Family Promise Community Aid Grant Agreement**

(00:18:45) Grants Administrator Opitz presented Item A.

(00:19:36) Commissioner Dean thanked the Family Promise organization for their work and persistence.

(00:20:13) **Commissioner Dean made a motion to approve a grant agreement with Family Promise of Greater Helena. Commissioner Shirliff seconded the motion.**

(00:20:23) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**  
Commissioner Logan voted: **Aye**  
Commissioner Reed voted: **Absent**



Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**B. Consider BUILD Grant Acceptance**

(00:20:46) Transportation Systems Director Knoepke presented Item B.

(00:22:16) **Commissioner Dean made a motion to accept the \$1,300,000 BUILD grant award. Commissioner Shirliff seconded the motion.**

(00:22:26) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**C. Consider a resolution authorizing the City Manager to submit applications to the Federal Transit Administration**

(00:22:48) Transportation Systems Deputy Director Couey presented Item C.

(00:23:35) **Commissioner Shirliff made a motion to approve a resolution authorizing the City Manager to submit applications to the Federal Transit Administration. Commissioner Logan seconded the motion.**

(00:23:51) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**D. Consider a resolution dedicating City owned property, Tract B and Tract C of Certificate of Survey No. 474847, as right-of-way**



(00:24:14) City Attorney Dockter presented Item D.

(00:25:52) **Commissioner Logan made a motion to approve a resolution dedicating Tract B and Tract C as shown on Certificate of Survey No. 474847 as right-of-way upon the filing of a City approved certificate of survey and upon the execution and filing of the Dedication of Right-of-Way and Acceptance, with the Lewis and Clark County Clerk and Recorder. Commissioner Dean seconded the motion.**

(00:26:19) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**E. Consider an Interlocal Agreement Establishing a City of Helena and Lewis and Clark County Heritage Preservation and Cultural Tourism Development Council**

(00:26:42) Community Development Director Brink presented Item E.

(00:29:00) Commissioner Dean asked Director Brink if the County has adopted the Interlocal Agreement already.

(00:29:33) **Commissioner Dean made a motion to approve and enter into an updated and revised Interlocal Agreement Establishing the City of Helena and Lewis and Clark County Heritage Preservation and Cultural Tourism Development Council. Commissioner Shirliff seconded the motion.**

(00:29:48) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**F. Consider a Resolution distributing Railroad Urban Renewal District Tax Increment Financing funds to the Montana Business Assistance Connection (MBAC) for building entrance accessibility improvements to the Poplar Street Business Incubator**

(00:30:20) Community Development Director Brink presented Item F.

(00:33:42) Eric Seidensticker of MBAC provided public comment, advocating for approval.

(00:34:54) **Commissioner Dean made a motion to approve a Resolution distributing Railroad Urban Renewal District Tax Increment Financing funds to the Montana Business Assistance Connection (MBAC) for building entrance accessibility improvements to the Poplar Street Business Incubator. Commissioner Logan seconded the motion.**

(00:35:11) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

**G. Consider a Resolution distributing Downtown Urban Renewal District Tax Increment Financing funds to YWCA Helena for facade improvements at 501 North Park Avenue**

(00:35:37) Community Development Director Brink presented Item G.

(00:38:41) Commissioner Dean asked Director Brink and YWCA Executive Director King about the timeline for CDBG projects should additional funding be allocated.

(00:40:40) **Commissioner Shirliff made a motion to approve a Resolution distributing Downtown Urban Renewal District Tax Increment Financing funds to YWCA Helena for facade improvements at 501 North Park Avenue. Commissioner Logan seconded the motion.**

(00:41:00) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Absent**



Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

**The motion carried 4:0.**

## **Public Communications**

- (00:41:12)** Mayor Collins restated the public comment decorum expectations.
- (00:42:09)** Maria Pacheco provided public comment, informing the Commission of the impact her husband's arrest has had on their family.
- (00:43:02)** Sherry Jones provided public comment as the President of the League of Women Voters, expressing support for due process for all persons.
- (00:44:56)** Robin Biffle provided public comment, referencing their written public comment previously submitted online.
- (00:45:46)** Morgan Esperg provided public comment, expressing concerns about federal enforcement practices and the decision-making processes.
- (00:46:54)** Eric Stimson provided public comment, expressing concerns about law enforcement not providing identification.
- (00:48:18)** Keegan Shea provided public comment, expressing concerns about resources expended by the Helena Police Department in collaboration with federal anti-immigration authorities.
- (00:50:00)** Kylie Stubbs provided public comment, advocating for communication and transparency from the Helena Police Department.
- (00:52:10)** Gus Byrom provided public comment, discussing due process as described in the Constitution.
- (00:54:53)** Colt Torgerson provided public comment, discussing immigration considerations.
- (00:56:41)** Bob Jones provided public comment, discussing policy options for the relationship between federal and local operations.
- (00:59:09)** Victoria Hill provided public comment, discussing immigration law and due process rights.
- (01:01:18)** Brandy Swingley provided public comment, discussing perceptions of distrust related to the Helena Police Department.

- (01:03:43)** Natalie Salazar provided public comment, advocating for Maria Pacheco and family.
- (01:06:11)** Sue Debree provided public comment, expressing concerns for immigration policies in America.
- (01:08:16)** Leanne Books provided public comment, discussing standing up for injustices.
- (01:09:42)** Shani Henry provided public comment, advocating for due process and Helena Police Department's disinvolvement with ICE
- (01:11:58)** Senator Marianne Dunwell provided public comment, discussing the need for transparency and advocacy among community members and decision-makers.
- (01:15:31)** Camus Kakuk provided public comment, advocating for community support.
- (01:16:29)** Scott Story provided public comment, expressing concerns about the Helena Police Department's involvement in immigration enforcement.
- (01:18:31)** Melinda Nelson provided public comment, advocating for noncompliance with ICE.
- (01:19:20)** India Bailey provided public comment, expressing concerns for future immigration enforcement practices.
- (01:20:06)** Leilani Copenhaver provided public comment, expressing concerns for liberty and justice for all.
- (01:20:42)** Daniel Reeser provided public comment, discussing enforcement protocols and accountability for law enforcement.
- (01:22:56)** Lily Clarke provided public comment, advocating for the Helena Police Department's noncompliance with ICE.
- (01:24:57)** Phoebe Howell provided public comment, opposing cooperation between the Helena Police Department and ICE.
- (01:27:08)** Reverend Charles Wei provided public comment, advocating for improvements in the community.
- (01:28:18)** Catherine Kelly provided public comment, advocating for a community plan for future incidents.
- (01:29:18)** Catherine Hausrath provided public comment, advocating for policy decisions which address racial profiling.
- (01:31:14)** Gretchen Krumm provided public comment, advocating for due process.

- (01:32:14)** Becky Blend provided public comment, discussing the economic effects of cooperating with ICE.
- (01:33:07)** Lisa Bay provided public comment, discussing perceived fear in the community.
- (01:33:50)** A member of the public provided public comment, discussing immigration enforcement in Montana and in the country.
- (01:39:29)** Tatianna Peck provided public comment, advocating for community support.
- (01:42:15)** Thelma Simon provided public comment, discussing Helena Police Department policies and conversations with Sheriff Leo Dutton.
- (01:46:42)** Linda Amo provided public comment, encouraging bravery and compassion from decision-makers.
- (01:49:31)** Frank Kramkowski provided public comment, advocating for community involvement and support from decision-makers.
- (01:53:12)** Keith Simon provided public comment, discussing due process.
- (01:54:09)** Connor Mernion provided public comment, discussing unlawful protocols.
- (01:56:02)** Clerk Clayborn read written public comment into the record, provided by Samantha Holmes.
- (01:57:00)** Marty Finnegan provided public comment, discussing the Helena Police Department's mission statement.
- (01:59:36)** Liz Franklin provided public comment via Zoom, expressing opposition to cooperation between the Helena Police Department and ICE.
- (02:00:54)** Becky Piske provided public comment via Zoom, expressing opposition to cooperation between the Helena Police Department and ICE.
- (02:02:36)** Cathy Day provided public comment via Zoom, advocating for community support.
- (02:04:58)** Gaby Loeza provided public comment via Zoom, discussing immigration and incident perspective.

## **Adjournment**

- (02:10:00)** There being no further business before the Commission, the meeting adjourned at 8:10pm.



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MAYOR

ATTEST:

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CLERK OF THE CITY COMMISSION

***City of Helena, Montana***

07/10/2025

**To:**

Mayor Collins and the Helena City Commission

**From:**

Tim Burton, City Manager  
Ryan Leland, Public Works Director  
Scott Burke, Industrial Facilities Superintendent

**Subject:**

Bid Award for The City of Helena WWTP Boiler Project #25-11

**Present Situation:**

The current boiler in the Wastewater Digester building was installed roughly 30 years ago. It has required constant maintenance and is not able to keep up with the plant needs during heavy load, winter conditions. The boiler system is responsible for the treatment process and heating for several areas within the plant. The State Boiler Inspector suggested we replace it for the past 4 years with a more efficient 5 million BTU Boiler system.

The City advertised the project for bid on June 14th, 21st, and 28th, 2025. Bids were opened on July 1st, 2025. The City received one bid for the Wastewater Treatment Plant Boiler Project from Tri-County Mechanical and Electrical of Helena, Mt. The apparent only responsive bidder for the project is Tri-County Mechanical and Electrical of Helena, MT with a bid of \$231,603.00.

**Background Information:**

The current boiler in the Wastewater Digester building was installed roughly 30 years ago. It has required constant maintenance and is not able to keep up with the plant needs during heavy load, winter conditions. The boiler system is responsible for the treatment process and heating for several areas within the plant. The State Boiler Inspector suggested we replace it for the past 4 years with a more efficient 5 million BTU Boiler system.

The City advertised the project for bid on June 14th, 21st, and 28th, 2025. Bids were opened on July 1st, 2025. The City received one bid for the Wastewater Treatment Plant Boiler Project from Tri-County Mechanical and Electrical of Helena, Mt. The apparent only responsive bidder for the project is Tri-County Mechanical and Electrical of Helena, MT with a bid of \$231,603.00

**Proposal/Objective:**

Consider awarding the contract to Tri-County Mechanical and Electrical, which submitted the lowest responsive bid for \$231,603.00.

**Advantage:**

Installing a new, more efficient boiler system for the City of Helena offers several significant advantages that can positively impact the city's finances, infrastructure, and environmental goals. One of the primary benefits is reduced energy consumption, which translates into lower utility costs for municipal buildings and facilities. In addition to economic savings, a more efficient system significantly reduces greenhouse gas emissions, aligning with environmental sustainability efforts and helping Helena meet state and federal energy standards. These modern systems are also more reliable and require less maintenance, reducing the likelihood of service interruptions and costly emergency repairs. New boilers often come equipped with smart controls and can be more easily integrated into future upgrades or alternative energy systems, offering long-term operational flexibility. Furthermore, by taking advantage of

available energy-efficiency incentives, grants, and rebates, Helena could lower the initial cost of the installation. Overall, upgrading to a high-efficiency boiler system enhances the performance and resilience of public infrastructure while promoting responsible energy use and environmental stewardship.

**Notable Energy Impact:**

High-efficiency boilers use less fuel to produce the same amount of heat, making them a smart long-term investment that can help the city allocate funds to other essential services.

**Disadvantage:**

No disadvantages to this award are expected.

**Quasi-Judicial Item:**

False

**Notice of Public Hearing:**

False

**Staff Recommendation/  
Recommended Motion:**

Move to award the WWTP Boiler Project to the lowest responsible bidder Tri-County Mechanical and Electrical in the amount of \$231,603.00.

PROJECT: Wastewater Treatment Plant Boiler Project

Bid Opening Date: 7/1/2025

Author: SB

Project #: 25-11

SUBJECT: PROJECT BID TABULATIONS

PROJECT #24-07-WASTEWATER TREATMENT PLANT BIOREACTOR MIXER SYSTEM				ENGINEER'S ESTIMATE		XYLEM WATER SOLUTIONS USA INC.	
BID ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Connect Boiler System Complete per Design Drawings and Project manual	241,000	231,603		231,603
			PROJECT TOTAL				231,603



**BUDGET WORKSHEET**  
**WWTP Boiler Project**  
**Tri-County Mech. & Elect.**

Description	Estimate or Cost
<b>ENGINEERING</b>	
Design and Bidding	\$ 44,212.00
<b>Total Engineering Cost</b>	<b>\$ 44,212.00</b>
<b>CONSTRUCTION COSTS</b>	
Construction Cost	\$ 411,056.37
20% Contingency & Testing	\$ 61,658.46
<b>Total Construction Cost</b>	<b>\$ 472,714.83</b>
<b>Total Project Estiamte</b>	<b>\$472,714.83</b>

Description	Costs	Estimste or Cost
<b>Budget</b>		
HDR Engineering	\$ 44,212.00	\$ 44,212.00
Tri-County Mech. & Elec.		\$ 231,603.00
Northwest Pipe boiler purchase	\$ 126,999.00	\$ 126,999.00
misc.	\$ 28,236.15	\$ 28,236.15
<b>Totals</b>	<b>\$ 199,447.15</b>	<b>\$ 431,050.15</b>

The cost should include Misc and Engineering

**City of Helena, Montana**  
**Commission Administrative Meeting**

**July 21, 2025**

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

**From:** Sheila Danielson, Finance Director  
Eliza Salonga, Controller/Treasurer

**Subject:** Consider a Resolution relating to \$7,000,000 General Obligation Bonds, Series 2025; Determining the Form and Details, Authorizing Execution and Delivery and Levying Taxes for the Payment Thereof

**Present Situation:**

City staff are requesting the City Commission consider authorizing a Resolution relating to a \$7,000,000 General Obligation Bond, Series 2025; Determining the Form and Details, Authorizing the Execution and Delivery and Levying taxes for the Payment Thereof.

Sale of bonds are for the purpose of securing land, and the design and construction of a new fire station and training center. Series 2025 Bonds have been rated by S&P Global Services at "AA".

The final bid award to Piper Sandler & Co. at a purchase price of 7,372,147.40. Net interest cost of \$3,544,834.72 and True Interest rate of 3.7872%. These are 20-year General Obligation bonds secured by the Full Faith and Credit of the Governing taxing powers. Maturity will be July 1, 2045, with the first interest payment due on January 1, 2026.

The bond premium will be used to pay debt issuance and underwriter discount costs, estimated at \$145,000. The balance of the premium (estimated at \$227,000) will be used for project contingency costs.

**Background Information:**

Pursuant to Section 7-7-4221, Montana Code Annotated ("MCA"), the City is authorized, upon approval of the electorate of the City, to issue general obligation bonds secured by the full faith and credit and taxing power of the City for any purpose authorized by law, provided that such indebtedness will not cause the total indebtedness of the City to exceed 2.5% of the total assessed value of the taxable property of the City, determined as provided in Section 15-8-111, MCA, ascertained by the last assessment for state and county taxes.

The electors of the City at an election duly called, noticed and held on June 4, 2024, authorized this Commission to sell and issue general obligation bonds of the City in the aggregate principal amount of up to \$7,000,000 for the purpose of paying costs of acquiring a site, (if necessary), and designing, constructing, furnishing, and equipping thereon a new fire station, to include a training facility, and related

improvements and costs (the “Improvements”); and costs associated with the sale and issuance of the bonds.

On June 16, The City Commission approved Resolution 21003 Relating to up to \$7,000,000 in Principal Amount of General Obligation Bonds; Authorizing the Issuance and Call for the Public Sale Thereof to finance or reimburse the City costs of the Improvements and to pay costs of issuing the Series 2025 Bonds.

On June 23, 2025 City of Helena representatives from Finance, City Manager, Community Development and Public Information along with Baker Tilly Municipal Advisors, LLC presented an informative presentation to Standard & Poor’s (S&P) Financial Services, LLC along with a completed questionnaire for the purpose of providing a credit rating on the Series 2025 bonds. At the end of the rating call, S&P indicated that the City of Helena presented a “stable” rating status.

On July 3, 2025 S&P Financial Services delivered their rating report and issued a “AA” credit rating for the Series 2025 Bonds. Shortly thereafter, Baker Tilly Municipal Advisors, LLC distributed the bond Preliminary Official Statement serving the purpose of soliciting the bonds in a competitive bond sale.

On July 14, 2025 the results of the competitive sale of the Series 2025 Bonds were received. The competitive sale garnered a lot of interest and received 13 bids. The bonds were awarded to Piper Sandler & Co. as the most competitive bidder with the purchase price of \$7,337,683, reflecting the underwriters discount of \$35,316. Net interest cost of \$3,544,834.72 and True Interest cost of 3.7857%. A good faith deposit of \$140,000 was delivered to the City’s primary banking account.

Receipt of full proceeds is scheduled for August 14, 2025.

The Financing Team includes Steven Scharff, Senior Manager for Baker Tilly as Municipal Advisor and Dan Semmens of Dorsey Whitney LLP as bond counsel, who provide the legal opinion and draft all legal documents related to the bond.

**Proposal/Objective:**

Consider a Resolution relating to \$7,000,000 General Obligation Bonds, Series 2025; Determining the Form and Details, Authorizing Execution and Delivery and Levying Taxes for the Payment Thereof

**Advantage:**

Approval of the Resolution provides Commission authorization to award the bid and finalize the bond sale.

**Notable Energy Impact:**

N/A

**Disadvantage:**

N/A.

**Notice of Public Hearing:**

No

**Staff Recommendation/  
Recommended Motion:**

Move to approve a Resolution relating to \$7,000,000 General Obligation Bonds, Series 2025; Determining the Form and Details, Authorizing Execution and Delivery and Levying Taxes for the Payment Thereof

**CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Helena, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: “RESOLUTION RELATING TO \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2025; DETERMINING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION AND DELIVERY AND LEVYING TAXES FOR THE PAYMENT THEREOF” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on July 21, 2025, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: \_\_\_\_\_  
\_\_\_\_\_; voted against the same: \_\_\_\_\_  
\_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_\_ day of July, 2025.

\_\_\_\_\_  
Clerk of the Commission

RESOLUTION NO. \_\_\_\_

RESOLUTION RELATING TO \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2025; DETERMINING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION AND DELIVERY AND LEVYING TAXES FOR THE PAYMENT THEREOF

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Helena, Montana (the “City”), as follows:

Section 1. Authorization and Sale; Recitals.

1.01. Authorization. At an election duly called and held June 4, 2024, the electors of the City authorized this Commission to sell and issue general obligation bonds of the City in the aggregate principal amount not to exceed \$7,000,000 for the purpose of paying costs of acquiring a site and designing, constructing, furnishing, and equipping thereon a new fire station, to include a training facility, and related improvements and costs (the “2025 Project”); and costs associated with the sale and issuance of the bonds.

1.02. Sale. Pursuant to Resolution No. 21003, adopted by the Commission on June 16, 2025, the City authorized and provided for the sale and issuance of general obligation bonds of the City, to be denominated “General Obligation Bonds, Series 2025” (the “Series 2025 Bonds”), at a public competitive sale. Pursuant to such authorization, on July 14, 2025, the City awarded the sale of the Series 2025 Bonds to Piper Sandler & Co., of Minneapolis, Minnesota (the “Original Purchaser”), based on its bid to purchase the Series 2025 Bonds in the aggregate principal amount of \$7,000,000 at a purchase price of \$7,336,831.40 (reflecting an underwriter’s discount of \$35,316.00 and net original issue premium of \$372,147.40). The Series 2025 Bonds bear interest at the rates and mature on the dates and are in the amounts and contain the further terms and conditions set forth in this resolution. The sale of the Series 2025 Bonds to the Original Purchaser is hereby ratified and confirmed.

1.03. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 7, Part 42, as amended, in order to make the Series 2025 Bonds valid and binding general obligations of the City in accordance with their terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The City has full power and authority to issue the Series 2025 Bonds.

The indebtedness to be evidenced by the Series 2025 Bonds, together with all other outstanding general obligation indebtedness of the City, will not exceed 2.50% of the total assessed valuation of taxable property of the City, determined as provided in Section 15-8-111, M.C.A., as ascertained by the last assessment for state and county taxes.

Section 2. Bond Terms, Execution and Delivery.

2.01. Terms of Bonds. The Series 2025 Bonds shall be issued in the total principal amount of \$7,000,000 and shall be in the denomination of \$5,000 each or any integral multiple thereof of single maturities. The Series 2025 Bonds shall mature on July 1 in the years and

amounts listed below, and Series 2025 Bonds maturing in such years and amounts shall bear interest from the date of original issue until paid or duly called for redemption, at the coupon rate per annum shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Rate</u>
2026	\$250,000	5.000%	2036	\$350,000	5.000%
2027	225,000	5.000	2037	365,000	5.000
2028	235,000	5.000	2038	385,000	4.000
2029	250,000	5.000	2039	400,000	4.000
2030	260,000	5.000	2040	415,000	4.000
2031	275,000	5.000	2041	435,000	4.000
2032	290,000	5.000	2042	450,000	4.000
2033	300,000	5.000	2043	470,000	4.000
2034	315,000	5.000	2044	490,000	4.000
2035	335,000	5.000	2045	505,000	4.000

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

2.02. Registered Form, Interest Payment Dates. The Series 2025 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2025 Bonds shall be transferred only upon the bond register of the City hereinafter described. The interest on the Series 2025 Bonds shall be payable on January 1 and July 1 in each year, commencing January 1, 2026. Interest on the Series 2025 Bonds shall be payable to the owners of record thereof as such appear on the bond register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a business day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2025 Bond shall be payable by check or draft issued by or drawn on the Registrar described herein or, as appropriate, by wire transfer.

2.03. Dated Date. Each Series 2025 Bond shall be originally dated as of August 14, 2025, and upon authentication of any Series 2025 Bond the Registrar (as hereinafter defined) shall indicate thereon the date of such authentication.

2.04. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of Series 2025 Bonds and the registration of transfers and exchanges of Series 2025 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender to the Registrar for transfer of any Series 2025 Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in

writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2025 Bonds of the same series of a like aggregate principal amount and maturity, as the case may be, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer of any Series 2025 Bond or portion thereof selected or called for redemption.

(c) Exchange of Bonds. Whenever any Series 2025 Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2025 Bonds of the same series of a like aggregate principal amount, interest rate and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Series 2025 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2025 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2025 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Series 2025 Bond is at any time registered in the bond register as the absolute owner of such Series 2025 Bond, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2025 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2025 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2025 Bonds (except for an exchange upon the partial redemption of a Series 2025 Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Series 2025 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2025 Bond of the same series of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Series 2025 Bond or in lieu of and in substitution for any such Series 2025 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2025 Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Series 2025 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory

to it, in which both the City and the Registrar shall be named as obligees. All Series 2025 Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2025 Bond has already matured or such Series 2025 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2025 Bond prior to payment.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, in Salt Lake City, Utah, to act as registrar, transfer agent and paying agent (the “Registrar”). The City reserves the right to appoint a successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana, Montana Code Annotated, Title 17, Chapter 5, Part 11, as amended (the “Registration Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed.

2.06. Optional Redemption.

(a) Series 2025 Bonds with stated maturities in the years 2026 through 2035 are not subject to optional redemption prior to their stated maturities. Series 2025 Bonds with stated maturities on or after July 1, 2036 are subject to redemption on July 1, 2035 and any date thereafter, at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the redemption date, without premium.

(b) The date of redemption and the principal amount of the Series 2025 Bonds to be redeemed shall be fixed by the City Finance Director who shall give notice thereof to the Registrar at least 45 days prior to the redemption date. At least thirty days prior to the designated redemption date, the Registrar shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the registered owners of each Series 2025 Bond to be redeemed at their addresses as they appear on the bond register described in Section 2.04, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2025 Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, the numbers, interest rates, CUSIP numbers, and the maturity date of the Series 2025 Bonds or portions thereof to be redeemed and the place at which the Series 2025 Bonds are to be surrendered for payment. Official notice of redemption having been given as aforesaid, the Series 2025 Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2025 Bonds or portions thereof shall cease to bear interest.

(c) In addition to the foregoing provisions of Section 2.06(b), any notice of optional redemption of the Series 2025 Bonds may state that redemption is conditioned

upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Series 2025 Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and effect, and the City shall not be required to redeem such Series 2025 Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

2.07. Execution and Delivery. The Series 2025 Bonds shall be forthwith prepared for execution under the direction of the Clerk of the Commission and shall be executed on behalf of the City by the signatures of the Mayor, the City Manager and the Clerk of the Commission, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2025 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2025 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Series 2025 Bonds have been so executed by said City officers, they shall be registered by the Clerk of the Commission in accordance with Montana Code Annotated, Section 7-7-4257, as amended. Notwithstanding such execution, no Series 2025 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2025 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2025 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2025 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2025 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser or as otherwise directed upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository for the Bonds.

(a) For purposes of this Section 2.08, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Series 2025 Bond, the person in whose name such Series 2025 Bond is recorded as the beneficial owner of such Series 2025 Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2025 Bonds.

“DTC” means The Depository Trust Company of New York, New York.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Series 2025 Bonds as securities depository.

“Representation Letter” means the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2025 Bonds shall be initially issued as separately authenticated fully registered bonds, and one Series 2025 Bond shall be issued in the principal amount of each stated maturity of the Series 2025 Bonds. Upon initial issuance, the ownership of such Series 2025 Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2025 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2025 Bonds, selecting the Series 2025 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Series 2025 Bonds under this Resolution, registering the transfer of Series 2025 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2025 Bonds under or through DTC or any Participant, or any other Person which is not shown on the bond register as being a registered owner of any Series 2025 Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2025 Bonds, with respect to any notice which is permitted or required to be given to owners of Series 2025 Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2025 Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Series 2025 Bonds. So long as any Series 2025 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2025 Bond, and shall give all notices with respect to such Series 2025 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Series 2025 Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Series 2025 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2025 Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2025 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2025 Bonds of such series in the form of certificates. In such event, the Series 2025 Bonds of such series will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2025 Bonds of one or both series at any time by giving notice to the City and the Registrar and discharging its

responsibilities with respect thereto under applicable law. In such event the Series 2025 Bonds of such series will be transferable in accordance with paragraph (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by registered owners of the Series 2025 Bonds and Beneficial Owners and payments on the Series 2025 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2025 Bonds of a series is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2025 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2025 Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Series 2025 Bonds, or another securities depository as owner of all the Series 2025 Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2025 Bonds in the form of bond certificates and the method of payment of principal of and interest on such Series 2025 Bonds in the form of bond certificates.

2.09. Form of Bonds. The Series 2025 Bonds shall be prepared in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof.

### Section 3. Security Provisions.

3.01. Project Account; Use of Proceeds. There is hereby created a special account to be designated as the “2025 Project Account” (the “Project Account”), to be held and administered by the City Finance Director separate and apart from all other funds and accounts of the City. The City appropriates to the Project Account the proceeds of the sale of the Series 2025 Bonds in the amount of (a) \$7,336,831.40 (representing the principal amount of the Series 2025 Bonds, plus net original issue premium on the Series 2025 Bonds, less underwriter’s discount), and (b) all income derived from the investment of amounts on hand in the Project Account. The Project Account shall be used solely to defray expenses of the 2025 Project to be paid with proceeds of the Series 2025 Bonds, including costs of issuance of the Series 2025 Bonds. Upon payment of all costs and expenses of the 2025 Project to be paid with proceeds of the Series 2025 Bonds and investment earnings thereon, any amounts remaining in the Project Account shall be credited and paid to the Debt Service Account.

3.02. Debt Service Account. There is hereby created a special account to be designated as the “2025 Debt Service Account” (the “Debt Service Account”), to be held and administered by the City Finance Director separate and apart from all other funds and accounts of the City, to be used solely to pay principal of and interest on the Series 2025 Bonds. The City irrevocably appropriates to the Debt Service Account: (a) all funds, if any, to be transferred thereto from the Project Account in accordance with the provisions of Section 3.01, (b) all taxes levied in accordance with this Resolution, (c) all income derived from the investment of amounts on hand

in the Debt Service Account, and (d) such other money as shall be received and appropriated to the Debt Service Account from time to time.

3.03. Tax Levies. The full faith and credit and taxing powers of the City shall be and are hereby irrevocably pledged to the payment of the Series 2025 Bonds and interest due thereon, and the City shall cause taxes to be levied annually on all taxable property in the City, without limitation as to rate or amount, sufficient to pay the interest on the Series 2025 Bonds when it falls due and to pay and discharge the principal at maturity of each and all of the Series 2025 Bonds as they respectively become due.

#### Section 4. Tax Covenants and Certifications.

4.01. Use of the Project. The 2025 Project will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2025 Project or security for the payment of the Series 2025 Bonds which might cause the Series 2025 Bonds to be considered “private activity bonds” or “private loan bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”).

4.02. General Covenant. The City covenants and agrees with the owners from time to time of the Series 2025 Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2025 Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the interest on the Series 2025 Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

4.03. Arbitrage Certification. The Mayor, the City Manager and the City Finance Director, being among the officers of the City charged with the responsibility for issuing the Series 2025 Bonds pursuant to this Resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2025 Bonds, it is reasonably expected that the proceeds of the Series 2025 Bonds will be used in a manner that would not cause the Series 2025 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

4.04. Arbitrage Rebate. The City acknowledges that the Series 2025 Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes, unless the Series 2025 Bonds qualify for an exception from the rebate requirement under Section 148(f)(4) of the Code and no “gross proceeds” of the Series 2025 Bonds arise, except in a manner that does not give rise to rebatable arbitrage. In furtherance of the foregoing, the Mayor, the City Manager and the City Finance Director are, or any one or more of them is, hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be

prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

4.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2025, a statement concerning the Series 2025 Bonds containing the information required by Section 149(e) of the Code.

4.06. “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3) of the Code, the City hereby designates the Series 2025 Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2025 under Section 265(b)(3), other than the Series 2025 Bonds. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2025 in an amount greater than \$10,000,000.

## Section 5. Defeasance or Discharge.

5.01. General. When the liability of the City on all Series 2025 Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the holders of such Series 2025 Bonds shall cease.

5.02. Maturity. The City may discharge its liability with reference to all Series 2025 Bonds and interest thereon which are due on any date by depositing with the Registrar for such Series 2025 Bonds on or before the date a sum sufficient for the payment thereof in full; or if any Series 2025 Bond or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

5.03. Redemption. The City may also discharge its liability with reference to any prepayable Series 2025 Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due thereon, provided that notice of such redemption has been duly given as provided in this Resolution.

5.04. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Series 2025 Bonds subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited or funds holding only such securities, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, interest and redemption premiums, if any, to become due on such Series 2025

Bonds at their stated maturities or, if such Series 2025 Bonds are prepayable and notice of redemption thereof has been given or irrevocably provided for, to such earlier redemption date.

Section 6. Continuing Disclosure. The Commission hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of the attached Exhibit B and authorizes the Mayor and the City Manager, or in the absence of either of them or in the event of their inability to sign, their designees, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2025 Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The signatures of any two authorized officials of the City are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

Section 7. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2025 Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Commission that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

8.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Commission.

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PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Helena, Montana, at a regular session thereof held on the 21st day of July, 2025.

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Mayor

ATTEST:

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Clerk of the Commission

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF LEWIS AND CLARK

**CITY OF HELENA**

GENERAL OBLIGATION BOND  
SERIES 2025

No. \_\_\_\_\_

\$\_\_\_\_\_.00

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	July 1, 20__	August 14, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

FOR VALUE RECEIVED, CITY OF HELENA, MONTANA (the “City”), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank Trust Company, National Association, of Salt Lake City, Utah, as Bond Registrar, Transfer Agent and Paying Agent, or its successor designated under the Resolution described herein (the “Registrar”), at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on January 1 and July 1 in each year, commencing January 1, 2026, and shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Interest on the Bonds shall be payable to the owners of record thereof as such appear on the bond register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein. “Business Day” means any day other than a Saturday, Sunday or legal holiday of the State of Montana.

The principal of and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of an issue in the total principal amount of \$7,000,000 (the “Bonds”), all of like date of original issue and tenor except as to serial number, denomination, maturity date, interest rate and redemption privilege, all authorized by the favorable vote of more than the requisite majority of the qualified electors of the City voting on the question of the issuance thereof at a duly held election, all pursuant to resolutions duly adopted by the City Commission, including Resolution No. \_\_\_\_ adopted on July 21, 2025 (the “Resolution”), and in full conformity with the Constitution and laws of the State of Montana thereunto enabling. Terms with initial capital letters used but not defined herein shall have the meanings given them in the Resolution. The Bonds are issuable only as fully registered bonds of single maturities, in denominations of \$5,000 or any integral multiple thereof.

Bonds with stated maturities in the years 2026 through 2035 are not subject to redemption prior to their stated maturities. Bonds with stated maturities on or after July 1, 2036 are subject to redemption on July 1, 2035 and any date thereafter, at the option of the City, in whole or in part, and if in part from such stated maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a redemption price equal to the principal amount thereof and interest accrued to the redemption date, without premium.

The date of redemption and the principal amount of the Bonds shall be fixed by the City Finance Director, who shall give notice thereof to the Registrar at least forty-five days prior to the date of redemption. At least thirty days prior to the designated redemption date, the Registrar shall cause notice of redemption to be mailed, by first class mail, or by other means required by the securities depository, to the registered owners of each Bond to be redeemed at their addresses as they appear on the bond register. No defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, the numbers, interest rates, CUSIP numbers, and the maturity date of the Bonds or portions thereof to be redeemed and the place at which the Bonds are to be surrendered for payment. Official notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest.

In addition to the provisions of the preceding paragraph, any notice of optional redemption of the Bonds may state that redemption is conditioned upon the receipt by the Registrar on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of the Bonds to be redeemed or upon the satisfaction of any other condition stated in the notice, and that if such money is not so received or such condition not so satisfied, such notice shall be of no force and

effect, and the City shall not be required to redeem such Bonds. In the event that a notice of redemption contains such a condition and such money is not so received or such condition is not so satisfied, the redemption will not be made and the Registrar will, within a reasonable time thereafter, give notice in the manner in which the notice of redemption was given, that such money was not so received or such condition not so satisfied and that such redemption was not made.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City in the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

The Bonds have been designated by the City as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the City according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the City Commission will annually levy an ad valorem tax on all of the taxable property in the City in an amount sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal of this Bond at maturity; that this Bond, together with all other general obligation indebtedness of the City outstanding on the date of original issue hereof, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, City of Helena, Montana, by its City Commission, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Manager and the Clerk of the Commission and by a printed facsimile of the official seal of the City.

CITY OF HELENA, MONTANA

(Facsimile Signature)  
MAYOR

(Facsimile Signature)  
CITY MANAGER

(Facsimile Signature)  
CLERK OF THE COMMISSION

(Facsimile Seal)

Dated: \_\_\_\_\_, 20\_\_

#### CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Registrar, Transfer Agent, and  
Paying Agent

By \_\_\_\_\_  
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants  
in common

UTMA.....Custodian.....  
(Cust) (Minor)

TEN ENT -- as tenants  
by the entirety

JT TEN -- as joint tenants  
with right of  
survivorship and  
not as tenants in  
common

under Uniform Gifts to  
Minor Act.....  
(State)

---

Additional abbreviations may also be used.

#### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_  
/

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

#### SIGNATURE GUARANTEED

\_\_\_\_\_  
Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

## EXHIBIT B

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING is made by the City of Helena, Montana (the “City”) in connection with the issuance and delivery by the City of its \$7,000,000 General Obligation Bonds, Series 2025 (the “Bonds”), as of this 14th day of August, 2025.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described. The City is the only “obligated person” in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of this Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Bonds or under any other provision of the Resolution.

As used herein, “Owner” means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, “Beneficial Owner” means, in respect of a Bond, any person or entity that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(1) as soon as reasonably available, and allowing a reasonable period of time to assemble, but not later than March 31 after the end of each fiscal year of the City (or if such date is not a business day, the first business day after March 31), commencing with the fiscal year ending June 30, 2025 (thus, by March 31, 2026 and by each March 31 of each year

thereafter (or the first business day after March 31, if March 31 is not a business day) with respect to the prior fiscal year), the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) the audited financial statements of the City for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of Montana, containing a balance sheet as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof; and

(B) to the extent not included in the financial statements referred to in paragraph (A) above, information for such fiscal year of the type set forth below:

- (1) principal amount of general obligation debt outstanding;
- (2) assessed market valuation of the City;
- (3) taxable valuation of the City; and
- (4) property tax levies and collections.

Notwithstanding anything herein, if the audited financial statements are not available by the date specified, the City shall provide on or before the applicable March 31 unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within ten days after the receipt thereof, the City shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated, if it is updated as required hereby, by reference from other documents, including official statements, which have been submitted to the MSRB in the manner set forth in subsection (c) hereof. The City shall clearly identify the Disclosure Information in each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after

such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or this Continuing Disclosure Undertaking is amended, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days, notice of the occurrence of any of the following events:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (G) modifications to rights of holders of the Bonds, if material;
- (H) bond calls, if material, and tender offers;
- (I) defeasances;
- (J) release, substitution or sale of property securing repayment of the Bonds, if material;
- (K) rating changes;
- (L) bankruptcy, insolvency, receivership, or similar event of the City;
- (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement

to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(N) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

(P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.

An event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed in this Bond Resolution or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the City to provide the Disclosure Information described above under paragraph (b)(1) above at the time specified thereunder;

(B) the amendment or supplementing of this Continuing Disclosure Undertaking, together with a copy of such amendment or supplement and any explanation provided by the City; and

(C) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in subsection (b) hereof to the MSRB via EMMA or in a manner as may be otherwise proscribed by the MSRB consistent with the Rule. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(1) This Continuing Disclosure Undertaking shall remain in effect so long as any Bonds are outstanding.

(2) This Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (b)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Commission filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that the Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information), as so amended or supplemented, will comply with the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Bonds.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This Continuing Disclosure Undertaking is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so the undertaking would satisfy the requirements of paragraph (b)(5) of the Rule.

Dated: August 14, 2025.

CITY OF HELENA, MONTANA

**\$7,000,000 \***

**CITY OF HELENA, MONTANA  
GENERAL OBLIGATION BONDS, SERIES 2025**

**S&P Rating: AA**

**Sale Date: July 14, 2025**

**BBI: 5.21%  
Average Maturity: 11.786 Years**

<b>Bidder</b>	<b>TIC</b>
Piper Sandler & Co.	3.7857%
Robert W. Baird & Co., Incorporated	3.8492%
Stifel, Nicolaus & Company, Incorporated	3.8756%
FHN Financial Capital Markets	3.9588%
The Baker Group	3.9676%
TD Securities (USA) LLC	3.9693%
D.A. Davidson & Co.	4.0177%
Janney Montgomery Scott LLC	4.0364%
Raymond James & Associates, Inc.	4.0901%
Huntington Securities Inc.	4.1388%
Hilltop Securities Inc.	4.1493%
Brownstone Investment Group, LLC	4.1995%
Keybank Capital Markets	4.2693%

<b>Winning Bidder Information</b>	<b>Maturity</b>	<b>Interest Rate</b>	<b>Reoffering Yield</b>	<b>Reoffering Price</b>
PIPER SANDLER & CO.	7/1/2026	5.00%	2.510%	102.152%
	7/1/2027	5.00%	2.510%	104.543%
	7/1/2028	5.00%	2.520%	106.846%
	7/1/2029	5.00%	2.520%	109.110%
	7/1/2030	5.00%	2.600%	110.931%
	7/1/2031	5.00%	2.770%	112.021%
	7/1/2032	5.00%	2.920%	112.877%
	7/1/2033	5.00%	3.000%	113.940%
	7/1/2034	5.00%	3.170%	114.064%
	7/1/2035	5.00%	3.340%	113.868%
	7/1/2036	5.00%	3.530%	112.168%
	7/1/2037	5.00%	3.660%	111.022%
	7/1/2038	4.00%	3.750%	102.044%
	7/1/2039	4.00%	3.800%	101.631%
	7/1/2040	4.00%	3.850%	101.219%
	7/1/2041	4.00%	3.900%	100.809%
	7/1/2042	4.00%	4.000%	100.000%
	7/1/2043	4.00%	4.050%	99.364%
	7/1/2044	4.00%	4.100%	98.690%
	7/1/2045	4.00%	4.148%	98.000%

**Purchase Price: \$7,337,683.40 \***  
**Net Interest Cost: \$3,200,283.41 \***  
**TIC: 3.7857% \***

\* Subsequent to bid opening, the total issue size was not changed; however, certain individual maturity amounts have changed. As a result, the price, net interest cost, and true interest cost have changed to \$7,336,831.40, \$3,208,003.32, and 3.7872%, respectively.

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**\$7,000,000**  
City of Helena, Montana  
General Obligation Bonds, Series 2025

**Sources & Uses**

Dated 08/14/2025 | Delivered 08/14/2025

<b>Sources Of Funds</b>	
Par Amount of Bonds	\$7,000,000.00
Reoffering Premium	372,147.40
<b>Total Sources</b>	<b>\$7,372,147.40</b>
<b>Uses Of Funds</b>	
Deposit to Project Construction Fund	7,247,181.40
Costs of Issuance	89,650.00
Total Underwriter's Discount (0.505%)	35,316.00
<b>Total Uses</b>	<b>\$7,372,147.40</b>

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
07/01/2026	Serial Coupon	5.000%	2.510%	250,000.00	102.152%	-	-	-	255,380.00
07/01/2027	Serial Coupon	5.000%	2.510%	225,000.00	104.543%	-	-	-	235,221.75
07/01/2028	Serial Coupon	5.000%	2.520%	235,000.00	106.846%	-	-	-	251,088.10
07/01/2029	Serial Coupon	5.000%	2.520%	250,000.00	109.110%	-	-	-	272,775.00
07/01/2030	Serial Coupon	5.000%	2.600%	260,000.00	110.931%	-	-	-	288,420.60
07/01/2031	Serial Coupon	5.000%	2.770%	275,000.00	112.021%	-	-	-	308,057.75
07/01/2032	Serial Coupon	5.000%	2.920%	290,000.00	112.877%	-	-	-	327,343.30
07/01/2033	Serial Coupon	5.000%	3.000%	300,000.00	113.940%	-	-	-	341,820.00
07/01/2034	Serial Coupon	5.000%	3.170%	315,000.00	114.064%	-	-	-	359,301.60
07/01/2035	Serial Coupon	5.000%	3.340%	335,000.00	113.868%	-	-	-	381,457.80
07/01/2036	Serial Coupon	5.000%	3.530%	350,000.00	112.168%	c 3.635%	07/01/2035	100.000%	392,588.00
07/01/2037	Serial Coupon	5.000%	3.660%	365,000.00	111.022%	c 3.836%	07/01/2035	100.000%	405,230.30
07/01/2038	Serial Coupon	4.000%	3.750%	385,000.00	102.044%	c 3.798%	07/01/2035	100.000%	392,869.40
07/01/2039	Serial Coupon	4.000%	3.800%	400,000.00	101.631%	c 3.847%	07/01/2035	100.000%	406,524.00
07/01/2040	Serial Coupon	4.000%	3.850%	415,000.00	101.219%	c 3.891%	07/01/2035	100.000%	420,058.85
07/01/2041	Serial Coupon	4.000%	3.900%	435,000.00	100.809%	c 3.931%	07/01/2035	100.000%	438,519.15
07/01/2042	Serial Coupon	4.000%	4.000%	450,000.00	100.000%	-	-	-	450,000.00
07/01/2043	Serial Coupon	4.000%	4.050%	470,000.00	99.364%	-	-	-	467,010.80
07/01/2044	Serial Coupon	4.000%	4.100%	490,000.00	98.690%	-	-	-	483,581.00
07/01/2045	Serial Coupon	4.000%	4.148%	505,000.00	98.000%	-	-	-	494,900.00
<b>Total</b>	-	-	-	<b>\$7,000,000.00</b>	-	-	-	-	<b>\$7,372,147.40</b>

### Bid Information

Par Amount of Bonds	\$7,000,000.00
Reoffering Premium or (Discount)	372,147.40
Gross Production	\$7,372,147.40
Total Underwriter's Discount (0.505%)	\$(35,316.00)
Bid (104.811877%)	7,336,831.40
Total Purchase Price	\$7,336,831.40
Bond Year Dollars	\$82,673.89
Average Life	11.811 Years
Average Coupon	4.2877319%
Net Interest Cost (NIC)	3.8803102%
True Interest Cost (TIC)	3.7872385%

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2026	250,000.00	5.000%	276,934.72	526,934.72
07/01/2027	225,000.00	5.000%	302,000.00	527,000.00
07/01/2028	235,000.00	5.000%	290,750.00	525,750.00
07/01/2029	250,000.00	5.000%	279,000.00	529,000.00
07/01/2030	260,000.00	5.000%	266,500.00	526,500.00
07/01/2031	275,000.00	5.000%	253,500.00	528,500.00
07/01/2032	290,000.00	5.000%	239,750.00	529,750.00
07/01/2033	300,000.00	5.000%	225,250.00	525,250.00
07/01/2034	315,000.00	5.000%	210,250.00	525,250.00
07/01/2035	335,000.00	5.000%	194,500.00	529,500.00
07/01/2036	350,000.00	5.000%	177,750.00	527,750.00
07/01/2037	365,000.00	5.000%	160,250.00	525,250.00
07/01/2038	385,000.00	4.000%	142,000.00	527,000.00
07/01/2039	400,000.00	4.000%	126,600.00	526,600.00
07/01/2040	415,000.00	4.000%	110,600.00	525,600.00
07/01/2041	435,000.00	4.000%	94,000.00	529,000.00
07/01/2042	450,000.00	4.000%	76,600.00	526,600.00
07/01/2043	470,000.00	4.000%	58,600.00	528,600.00
07/01/2044	490,000.00	4.000%	39,800.00	529,800.00
07/01/2045	505,000.00	4.000%	20,200.00	525,200.00
<b>Total</b>	<b>\$7,000,000.00</b>	<b>-</b>	<b>\$3,544,834.72</b>	<b>\$10,544,834.72</b>

### Yield Statistics

Bond Year Dollars	\$82,673.89
Average Life	11.811 Years
Average Coupon	4.2877319%
DV01	5,924.25
Net Interest Cost (NIC)	3.8803102%
True Interest Cost (TIC)	3.7872385%
Bond Yield for Arbitrage Purposes	3.7191267%
All Inclusive Cost (AIC)	3.9261408%

### IRS Form 8038

Net Interest Cost	3.7110222%
Weighted Average Maturity	11.597 Years

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
08/14/2025	-	-	-	-
01/01/2026	-	-	119,684.72	119,684.72
07/01/2026	250,000.00	5.000%	157,250.00	407,250.00
01/01/2027	-	-	151,000.00	151,000.00
07/01/2027	225,000.00	5.000%	151,000.00	376,000.00
01/01/2028	-	-	145,375.00	145,375.00
07/01/2028	235,000.00	5.000%	145,375.00	380,375.00
01/01/2029	-	-	139,500.00	139,500.00
07/01/2029	250,000.00	5.000%	139,500.00	389,500.00
01/01/2030	-	-	133,250.00	133,250.00
07/01/2030	260,000.00	5.000%	133,250.00	393,250.00
01/01/2031	-	-	126,750.00	126,750.00
07/01/2031	275,000.00	5.000%	126,750.00	401,750.00
01/01/2032	-	-	119,875.00	119,875.00
07/01/2032	290,000.00	5.000%	119,875.00	409,875.00
01/01/2033	-	-	112,625.00	112,625.00
07/01/2033	300,000.00	5.000%	112,625.00	412,625.00
01/01/2034	-	-	105,125.00	105,125.00
07/01/2034	315,000.00	5.000%	105,125.00	420,125.00
01/01/2035	-	-	97,250.00	97,250.00
07/01/2035	335,000.00	5.000%	97,250.00	432,250.00
01/01/2036	-	-	88,875.00	88,875.00
07/01/2036	350,000.00	5.000%	88,875.00	438,875.00
01/01/2037	-	-	80,125.00	80,125.00
07/01/2037	365,000.00	5.000%	80,125.00	445,125.00
01/01/2038	-	-	71,000.00	71,000.00
07/01/2038	385,000.00	4.000%	71,000.00	456,000.00
01/01/2039	-	-	63,300.00	63,300.00
07/01/2039	400,000.00	4.000%	63,300.00	463,300.00
01/01/2040	-	-	55,300.00	55,300.00
07/01/2040	415,000.00	4.000%	55,300.00	470,300.00
01/01/2041	-	-	47,000.00	47,000.00
07/01/2041	435,000.00	4.000%	47,000.00	482,000.00
01/01/2042	-	-	38,300.00	38,300.00
07/01/2042	450,000.00	4.000%	38,300.00	488,300.00
01/01/2043	-	-	29,300.00	29,300.00
07/01/2043	470,000.00	4.000%	29,300.00	499,300.00
01/01/2044	-	-	19,900.00	19,900.00
07/01/2044	490,000.00	4.000%	19,900.00	509,900.00
01/01/2045	-	-	10,100.00	10,100.00
07/01/2045	505,000.00	4.000%	10,100.00	515,100.00
<b>Total</b>	<b>\$7,000,000.00</b>	<b>-</b>	<b>\$3,544,834.72</b>	<b>\$10,544,834.72</b>

**Yield Statistics**

Bond Year Dollars	\$82,673.89
Average Life	11.811 Years
Average Coupon	4.2877319%
DV01	5,924.25
Net Interest Cost (NIC)	3.8803102%
True Interest Cost (TIC)	3.7872385%
Bond Yield for Arbitrage Purposes	3.7191267%
All Inclusive Cost (AIC)	3.9261408%

IRS Form 8038

Net Interest Cost	3.7110222%
Weighted Average Maturity	11.597 Years

Series 2025 GO - PS SS | SINGLE PURPOSE | 7/14/2025 | 9:39 AM

Baker Tilly Municipal Advisors, LLC

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

**Proof of D/S for Arbitrage Purposes**

Date	Principal	Interest	Total
08/14/2025	-	-	-
01/01/2026	-	119,684.72	119,684.72
07/01/2026	250,000.00	157,250.00	407,250.00
01/01/2027	-	151,000.00	151,000.00
07/01/2027	225,000.00	151,000.00	376,000.00
01/01/2028	-	145,375.00	145,375.00
07/01/2028	235,000.00	145,375.00	380,375.00
01/01/2029	-	139,500.00	139,500.00
07/01/2029	250,000.00	139,500.00	389,500.00
01/01/2030	-	133,250.00	133,250.00
07/01/2030	260,000.00	133,250.00	393,250.00
01/01/2031	-	126,750.00	126,750.00
07/01/2031	275,000.00	126,750.00	401,750.00
01/01/2032	-	119,875.00	119,875.00
07/01/2032	290,000.00	119,875.00	409,875.00
01/01/2033	-	112,625.00	112,625.00
07/01/2033	300,000.00	112,625.00	412,625.00
01/01/2034	-	105,125.00	105,125.00
07/01/2034	315,000.00	105,125.00	420,125.00
01/01/2035	-	97,250.00	97,250.00
07/01/2035	1,050,000.00	97,250.00	1,147,250.00
01/01/2036	-	71,000.00	71,000.00
07/01/2036	-	71,000.00	71,000.00
01/01/2037	-	71,000.00	71,000.00
07/01/2037	-	71,000.00	71,000.00
01/01/2038	-	71,000.00	71,000.00
07/01/2038	385,000.00	71,000.00	456,000.00
01/01/2039	-	63,300.00	63,300.00
07/01/2039	400,000.00	63,300.00	463,300.00
01/01/2040	-	55,300.00	55,300.00
07/01/2040	415,000.00	55,300.00	470,300.00
01/01/2041	-	47,000.00	47,000.00
07/01/2041	435,000.00	47,000.00	482,000.00
01/01/2042	-	38,300.00	38,300.00
07/01/2042	450,000.00	38,300.00	488,300.00
01/01/2043	-	29,300.00	29,300.00
07/01/2043	470,000.00	29,300.00	499,300.00
01/01/2044	-	19,900.00	19,900.00
07/01/2044	490,000.00	19,900.00	509,900.00
01/01/2045	-	10,100.00	10,100.00
07/01/2045	505,000.00	10,100.00	515,100.00
<b>Total</b>	<b>\$7,000,000.00</b>	<b>\$3,490,834.72</b>	<b>\$10,490,834.72</b>

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

**Proof of Bond Yield @ 3.7191267%**

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/14/2025	-	1.0000000x	-	-
01/01/2026	119,684.72	0.9860745x	118,018.05	118,018.05
07/01/2026	407,250.00	0.9680726x	394,247.56	512,265.61
01/01/2027	151,000.00	0.9503993x	143,510.30	655,775.91
07/01/2027	376,000.00	0.9330487x	350,826.30	1,006,602.21
01/01/2028	145,375.00	0.9160148x	133,165.65	1,139,767.87
07/01/2028	380,375.00	0.8992919x	342,068.16	1,481,836.02
01/01/2029	139,500.00	0.8828743x	123,160.96	1,604,996.99
07/01/2029	389,500.00	0.8667564x	337,601.62	1,942,598.61
01/01/2030	133,250.00	0.8509328x	113,386.79	2,055,985.40
07/01/2030	393,250.00	0.8353980x	328,520.27	2,384,505.68
01/01/2031	126,750.00	0.8201469x	103,953.62	2,488,459.29
07/01/2031	401,750.00	0.8051741x	323,478.71	2,811,938.01
01/01/2032	119,875.00	0.7904748x	94,758.16	2,906,696.17
07/01/2032	409,875.00	0.7760437x	318,080.93	3,224,777.10
01/01/2033	112,625.00	0.7618762x	85,806.30	3,310,583.40
07/01/2033	412,625.00	0.7479673x	308,629.99	3,619,213.39
01/01/2034	105,125.00	0.7343122x	77,194.58	3,696,407.97
07/01/2034	420,125.00	0.7209065x	302,870.86	3,999,278.82
01/01/2035	97,250.00	0.7077456x	68,828.26	4,068,107.08
07/01/2035	1,147,250.00	0.6948249x	797,137.81	4,865,244.89
01/01/2036	71,000.00	0.6821400x	48,431.94	4,913,676.83
07/01/2036	71,000.00	0.6696868x	47,547.76	4,961,224.59
01/01/2037	71,000.00	0.6574609x	46,679.72	5,007,904.31
07/01/2037	71,000.00	0.6454582x	45,827.53	5,053,731.84
01/01/2038	71,000.00	0.6336746x	44,990.90	5,098,722.74
07/01/2038	456,000.00	0.6221061x	283,680.40	5,382,403.14
01/01/2039	63,300.00	0.6107489x	38,660.40	5,421,063.54
07/01/2039	463,300.00	0.5995989x	277,794.19	5,698,857.73
01/01/2040	55,300.00	0.5886526x	32,552.49	5,731,410.22
07/01/2040	470,300.00	0.5779061x	271,789.22	6,003,199.44
01/01/2041	47,000.00	0.5673557x	26,665.72	6,029,865.16
07/01/2041	482,000.00	0.5569980x	268,473.03	6,298,338.18
01/01/2042	38,300.00	0.5468293x	20,943.56	6,319,281.75
07/01/2042	488,300.00	0.5368463x	262,142.07	6,581,423.82
01/01/2043	29,300.00	0.5270456x	15,442.44	6,596,866.25
07/01/2043	499,300.00	0.5174238x	258,349.69	6,855,215.95
01/01/2044	19,900.00	0.5079776x	10,108.75	6,865,324.70
07/01/2044	509,900.00	0.4987039x	254,289.12	7,119,613.82
01/01/2045	10,100.00	0.4895995x	4,944.95	7,124,558.77
07/01/2045	515,100.00	0.4806613x	247,588.63	7,372,147.40
<b>Total</b>	<b>\$10,490,834.72</b>	<b>-</b>	<b>\$7,372,147.40</b>	<b>-</b>

**Derivation Of Target Amount**

Par Amount of Bonds	\$7,000,000.00
Reoffering Premium or (Discount)	372,147.40
Original Issue Proceeds	\$7,372,147.40

Series 2025 GO - PS SS | SINGLE PURPOSE | 7/14/2025 | 9:39 AM

**Baker Tilly Municipal Advisors, LLC**

**\$7,000,000**

City of Helena, Montana

General Obligation Bonds, Series 2025

### Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
07/01/2026	250,000.00	5.000%	102.152%	255,380.00	0.8805556x	224,876.28
07/01/2027	225,000.00	5.000%	104.543%	235,221.75	1.8805556x	442,347.57
07/01/2028	235,000.00	5.000%	106.846%	251,088.10	2.8805556x	723,273.22
07/01/2029	250,000.00	5.000%	109.110%	272,775.00	3.8805556x	1,058,518.54
07/01/2030	260,000.00	5.000%	110.931%	288,420.60	4.8805556x	1,407,652.76
07/01/2031	275,000.00	5.000%	112.021%	308,057.75	5.8805556x	1,811,550.71
07/01/2032	290,000.00	5.000%	112.877%	327,343.30	6.8805556x	2,252,303.76
07/01/2033	300,000.00	5.000%	113.940%	341,820.00	7.8805556x	2,693,731.50
07/01/2034	315,000.00	5.000%	114.064%	359,301.60	8.8805556x	3,190,797.82
07/01/2035	335,000.00	5.000%	113.868%	381,457.80	9.8805556x	3,769,014.99
07/01/2036	350,000.00	5.000%	112.168%	392,588.00	10.8805556x	4,271,575.54
07/01/2037	365,000.00	5.000%	111.022%	405,230.30	11.8805556x	4,814,361.09
07/01/2038	385,000.00	4.000%	102.044%	392,869.40	12.8805556x	5,060,376.13
07/01/2039	400,000.00	4.000%	101.631%	406,524.00	13.8805556x	5,642,778.97
07/01/2040	415,000.00	4.000%	101.219%	420,058.85	14.8805556x	6,250,709.05
07/01/2041	435,000.00	4.000%	100.809%	438,519.15	15.8805556x	6,963,927.72
07/01/2042	450,000.00	4.000%	100.000%	450,000.00	16.8805556x	7,596,250.00
07/01/2043	470,000.00	4.000%	99.364%	467,010.80	17.8805556x	8,350,412.55
07/01/2044	490,000.00	4.000%	98.690%	483,581.00	18.8805556x	9,130,277.94
07/01/2045	505,000.00	4.000%	98.000%	494,900.00	19.8805556x	9,838,886.94
<b>Total</b>	<b>\$7,000,000.00</b>	<b>-</b>	<b>-</b>	<b>\$7,372,147.40</b>	<b>-</b>	<b>\$85,493,623.10</b>

### Description of Bonds

Final Maturity Date	7/01/2045
Issue price of entire issue	7,372,147.40
Stated Redemption at Maturity	7,000,000.00
Weighted Average Maturity = Bond Years/Issue Price	11.597 Years
Bond Yield for Arbitrage Purposes	3.7191267%

### Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	124,966.00
Proceeds used for credit enhancement	-
Proceeds allocated to reasonably required reserve or replacement fund	-

**\$7,000,000**  
City of Helena, Montana  
General Obligation Bonds, Series 2025

**Detail Costs Of Issuance**

Dated 08/14/2025 | Delivered 08/14/2025

**COSTS OF ISSUANCE DETAIL**

Municipal Advisor (Baker Tilly MA)	\$33,000.00
Bond Counsel (Dorsey & Whitney)	\$35,000.00
Rating Agency Fee (S&P)	\$19,850.00
MuniPlatform	\$750.00
Registrar/Paying Agent (U.S. Bank)	\$800.00
Miscellaneous Allowance	\$250.00
<b>TOTAL</b>	<b>\$89,650.00</b>

**City of Helena, Montana**

**7-21-2025**

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

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

**Subject:** Transportation Systems - Exclusive Use Permit – Lewis & Clark County

**Present Situation:** Lewis & Clark County is requesting an Exclusive Right-of-Way Use permit for the installation of a replacement back-up generator for their PureView Health Center building at 1930 9<sup>th</sup> Avenue.

**Background Information:** The current back-up generator does not support the entire building.

Exclusive Right-of-Way Use permits that are granted by the city commission are subject to the conditions outlined in section 7-13-5 of the Helena City Code.

One of these conditions is the permit holder shall pay to the city administrative services department an annual fee for the Right-of-Way use permit of five percent (5%) of the fair market value of the property as determined by the most recent appraisal by the Montana department of revenue for ad valorem property taxation purposes... with a minimum fee per year of \$50. In this case the calculated fee would be \$76.31 per year.

The city commission may place conditions and limitations on the use of the right of way and may by resolution approve, deny, or conditionally approve the requested exclusive right of way permit.

**Proposal/Objective:** Lewis & Clark County is requesting use of 119 sq.ft. of public Right-of-Way at 1930 9<sup>th</sup> Avenue to install a back-up generator.

**Advantage:** Larger generator will allow entire clinic to be functional in case of a large-scale emergency.

**Notable Energy Impact:** N/A

**Disadvantage:** None.

**Notice of Public Hearing:** True

**Staff Recommendation/Recommended Motion:** *Move to approve the Lewis & Clark County Exclusive Right-of-Way use permit of 119 sq.ft. at 1930 9<sup>th</sup> Ave with an annual fee of \$76.31.*

### **1930 9th Ave. - RoW Use Permit**

Parcel (Address)	Land Area (Acre)	Land Area (SqFt)	2024 Land Value	Value per SqFt
1930 9th Ave.	0.964	41991.84	\$ 485,295.00	\$ 11.56
1900 9th Ave.	0.321	13982.76	\$ 279,478.00	\$ 19.99
2001 11th Ave.	0.64	27878.4	\$ 395,162.00	\$ 14.17
1931 9th Ave.	0.161	7013.16	\$ 105,750.00	\$ 15.08
1925 9th Ave	0.321	13982.76	\$ 125,000.00	\$ 8.94
1919 9th Ave.	0.321	13982.76	\$ 125,000.00	\$ 8.94
1911 9th Ave.	0.193	8407.08	\$ 109,603.00	\$ 13.04
1901 9th Ave.	0.289	12588.84	\$ 121,156.00	\$ 9.62
Average:				\$ 12.83

RoW area for Generator (6'x17'; SqFt): 119

<b>Annual Cost of Exclusive Use Permit (5% of market value): \$ 76.31</b>
---

(Minimum **\$50** annual fee)



**City of Helena**  
**Public Works Department**

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

## Application for Right-of-Way Encroachment or Use Permit

Applicant (please print full name): Lewis and Clark County	
Address: 3402 Cooney Drive	
City, State, Zip Code: Helena, Montana 59602	Phone Number: 406-447-8036
Property Owner/User (please print full name): Lewis and Clark County- Michael A Murray Building	
Address: 1930 9th Avenue	
City, State, Zip Code: Helena, Montana 59601	Phone Number: 406-447-8036

**REQUESTING:**

- ☐ 7-13-3 Encroachment Permit (granted by the City Manager)
- ☐ 7-13-4 Non-Exclusive Right-of-Way Use Permit – duration of permit may not exceed 5 years (granted by the City Manager)
- ☒ 7-13-5 Exclusive Right-of-Way Use Permit (a private use that does not allow public access through the right-of-way) (granted by the City Commission)

Street address of property: **1930 9th Avenue**

Legal Description of property:  
CW CANNON ADDITION, S29, T10 N, R03 W, BLOCK 18, Lot 3 - 8

Type, name, and legal description of Right-of-Way to be utilized (street, sidewalk or alley):

Exclusive Right-of-Way for portion of area adjacent to sidewalk that falls within the 13ft back of curb right-of-way. Small portion of CW CANNON ADDITION, S29, T10 N, R03 W, BLOCK 18

Purpose for Right-of-Way Use (including description of encroachment/use and duration of use):  
**Replacement of existing generator with larger unit for entire building backup.**

☒ **Site Plan** (must include drawing of the location and dimensions of the right of way area proposed for the encroachment and the arrangement of objects, fixtures, or portions of structures expected to be located in the right of way.) For further detail information attach additional sheets

☒ **Certificate of Liability Insurance** (for Exclusive Right-of-Way Use Permits only)

**NOTE TO APPLICANT**

- Owner must provide a signed application, site plan, and any maps for review by the City of Helena Public Works Department.
- Exclusive Right-of-Way Use:** There is an annual fee of 5% of the market value or a minimum of \$50.00 for all Exclusive Right-of-Way Use permits and must be approved by the City Commission.
- The applicant for an exclusive right of way use permit shall indemnify, defend, and hold the city and its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the city due to any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant shall furnish a policy or certificate for comprehensive general liability insurance with the city named as an additional insured. Such certificate of insurance shall be in the amount of one million dollars (\$1,000,000.00) per claim or occurrence.

Lewis and Clark County - Michael A Murray Building

Printed Name of Owner/User

Signature Owner/User

Date Received


16 June 2025

Date:

6/16/2025

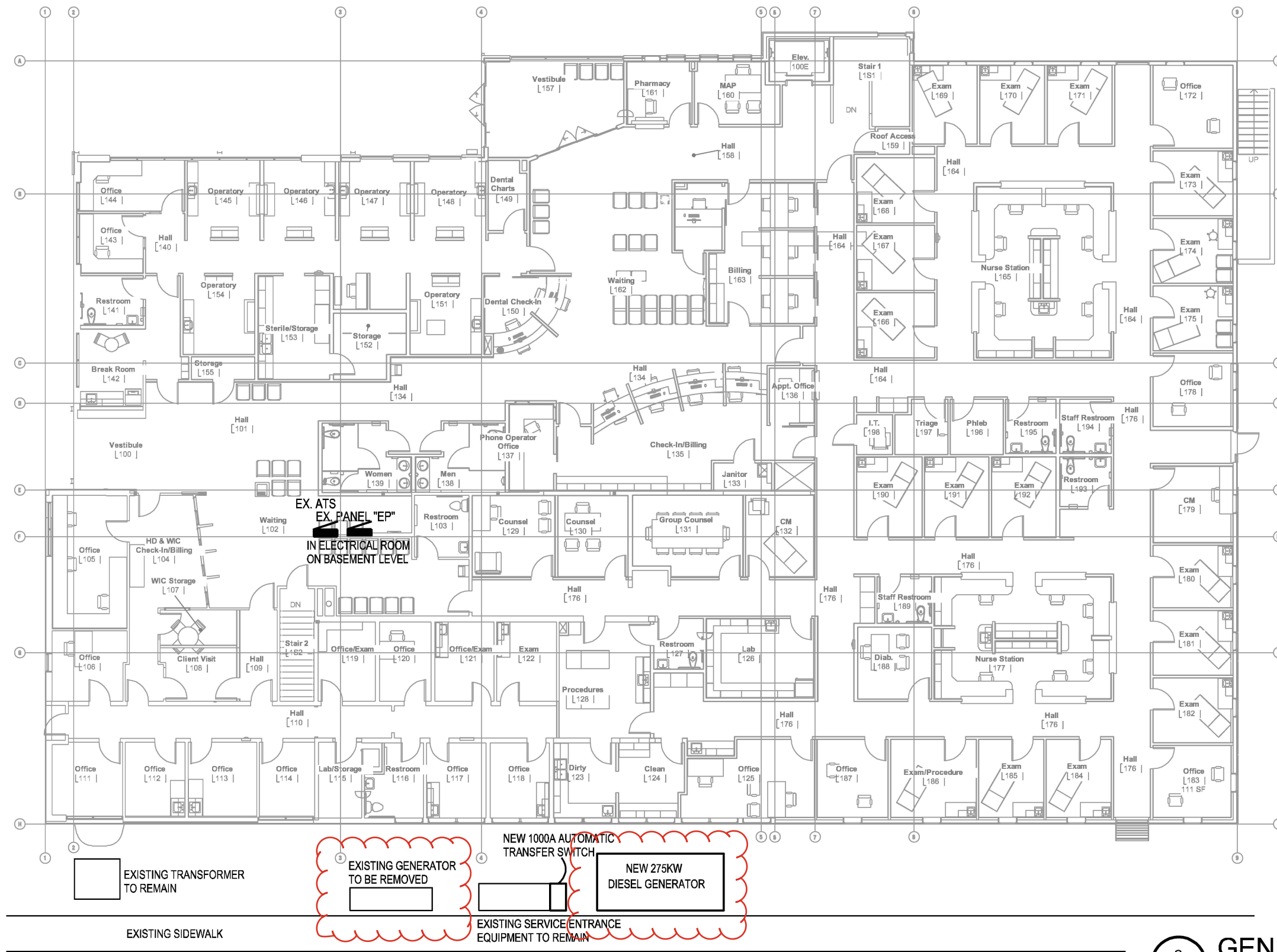
Process By:

Mark T. Young

<b>MACo PCT CERTIFICATE OF COVERAGE</b>				ISSUE DATE (MM/DD/YYYY) 6/12/2025
<b>MACo Property &amp; Casualty Trust</b> 2717 Skyway Dr Ste E Helena, MT 59602 406-449-4370		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>COMPANIES AFFORDING COVERAGE</b>				
Lewis and Clark County		MACo PCT Memorandum of Indemnity Coverage      PCT2025		
		MACo PCT Memorandum of Property Coverage      PCT2025		
		Hartford Steam Boiler      FBP2253273		
		Hanover      BDJ1027194		
		Indian Harbor      WTLS20179502		
		Burlington Insurance Company      HSI0006413		
		RLI Insurance Company      MRP0700415		
<b>COVERAGES</b>				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.				
<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF DATE (MM/DD/YYYY)</b>	<b>POLICY EXP DATE (MM/DD/YYYY)</b>	<b>LIMITS</b>
General Liability Law Enforcement Automobile Liability Errors & Omissions Employee Benefits Sexual Abuse	PCT2025	7/1/2024	6/30/2025	\$750,000 / claim \$1,500,000 / occurrence
All liability coverage per the MACo PCT Memorandum is up to the statutory limits of \$750,000 per claim; \$1,500,000 per occurrence. Claims that are not subject to State tort limits are covered up to \$5,000,000 per occurrence regardless of the number of members involved.				
<b>Property</b> – All real & personal property, EDP, VP, Fine arts, Mobile Equipment as scheduled	PCT2025	7/1/2024	6/30/2025	\$200,000,000 / occurrence
<b>Vehicles</b> – Includes physical damage coverage for scheduled vehicles	HSI0006413	7/1/2024	6/30/2025	\$10,000,000 / occurrence
<b>Watercraft</b> - Includes physical damage coverage for scheduled vessels	MRP0700415	7/1/2024	6/30/2025	Per schedule of vessels
<b>Equipment Breakdown</b>	FBP2253273	7/1/2024	6/30/2025	\$100,000,000 / occurrence
<b>Crime / Fidelity Bond Coverage</b> – Faithful performance	BDJ1027194	7/1/2024	6/30/2025	\$500,000 / occurrence
<b>Terrorism</b>	WTLS20179502	7/1/2024	6/30/2025	\$100,000,000 / occurrence
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS</b> Lewis and Clark County – MEMBER - Lewis & Clark County - City of Helena as Additional Insured for activates and events that occur in support of/or as a result of Exclusive Right of Way Permit at 1930 9th Ave by the Murray Building				
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>		
City of Helena 316 N Park Ave Helena, MT 59623		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF AN KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.		
		<b>AUTHORIZED REPRESENTATIVE</b>  <div style="text-align: center;">               Hope Barker           </div>		

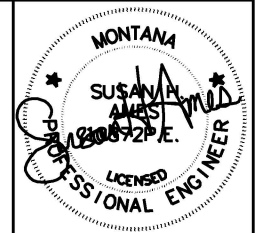
# 1930 9th Ave - Vicinity Map





1  
E2  
MAIN FLOOR PLAN - EQUIPMENT LOCATIONS  
1/16" = 1'-0"

2  
E2  
GENERATOR PAD DETAIL  
NO SCALE



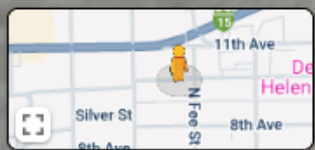
LEWIS & CLARK COUNTY  
PUBLIC WORKS, BUILDING DIVISION  
MURRAY BUILDING EMERGENCY GENERATOR  
1930 9TH AVENUE, HELENA, MT

**AMES**  
ENGINEERING, LLC  
815 JADE STREET  
HELENA, MT 59602  
PHONE/FAX: (406) 458-0494  
E-MAIL: susanames@mt.net

DRAWN BY: SHA  
CHECKED BY: SHA  
DATE: 2/05/25  
JOB #: X450.2401  
FILE: E2  
SHEET CONTENTS:  
EXISTING MAIN FLOOR  
PLAN

REVISIONS

**E2**  
SHEET 2 OF 2



***City of Helena, Montana***

***July 16, 2025***

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

**From:** Troy Sampson, Community Facilities Director

**Subject:** Consider a new ten-year lease agreement with Broadwater Productions, Inc. for the lease of the Grandstreet Theatre located at 325 Park Avenue.

**Present Situation:** The current lease with Grandstreet Theatre will expire in October of 2026. The City of Helena has historically entered a ten-year lease with Broadwater Productions, Inc. for the use of the Grandstreet Theatre located at 325 N Park Avenue. Broadwater Productions has taken excellent care of the building and grounds and would like to continue their relationship with the city and operate the theatre as they have for the past fifty years.

**Background Information:** As a community asset, the Grandstreet Theatre has been a destination for our community to enjoy the arts and culture of theatre productions.

**Proposal/Objective:** To execute a ten-year lease with Broadwater Projections, Inc. (Grandstreet Theatre) October 2026 through October 2036.

**Advantage:** Continued use of the building by a tenant that is taking excellent care of the building while providing an outstanding product to the public.

**Notable Energy Impact:** N/A

**Disadvantage:** None noted

**Notice of Public Hearing:** False

**Staff Recommendation/  
Recommended Motion:** Move to approve a ten-year lease with Broadwater Productions, Inc. for the Grandstreet Theatre Building and authorize the City Manager to sign the lease.

## **CITY OF HELENA LEASE AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, (hereinafter “City” or “Lessor”) and **BROADWATER PRODUCTIONS, INC.**, dba Grandstreet Theatre, P.O., Box 1258, Helena, Montana, 59624, (hereinafter “Lessee”).

The parties hereto agree as follows:

**1. Purpose:** The Lessee has a need to lease space/property in Helena, Montana, for the purpose of operating a center for theatrical productions and cultural and educational activities. The Lessor has space/property available in Helena, Montana, that is not currently being used for City purposes and is available and suitable for the Lessee’s purpose.

**2. Premise Description:** The space/property being leased (hereinafter “Leased Premises”) is located at 325 North Park Avenue, Helena, Montana, 59601, and is legally described as:

Lots 10, 11, and 12 and the north 11.27 feet of Lot 13 in Block 405  
of the Original Townsite of the City of Helena, Montana.

The Leased Premises consists of all buildings and structures located on the above property including the building generally known as the Grandstreet Theatre and the 36 feet by 28 feet room located directly to the south of the Grandstreet Theatre building. There are no designated parking spaces associated with the Leased Premises.

**3. Inspection:** Lessee had the opportunity to inspect the Leased Premises prior to signing of this agreement and accepts the Leased Premises “as is.”

**4. Term:** The lease term begins on October 1, 2026, and terminates on September 30, 2036, unless terminated earlier as provided under the terms of this lease. This lease and any amendments to it are not effective unless approved by the Lessor in accordance with the provisions of the Helena City Code.

**5. Consideration and Payment Schedule:** The Lessee shall pay an annual rate of \$1.00 to the Lessor. Lessee shall make one lump sum payment of \$10 on October 1, 2026.

**6. Limitations on Use of Leased Premises:**

*Center for Theatrical Productions and Cultural and Educational Activities*

Lessee may use the Leased Premises for the sole purpose of operating a center for theatrical productions and cultural and educational activities. Except as specified in this lease, no other use is permitted. Nothing in the lease shall be interpreted as a means of censorship.

*Sale of merchandise, food, drinks, and/or alcoholic beverages*

Lessee may sell, for profit, merchandise, food, drinks, and/or alcoholic beverages in conjunction with Lessee's operation of the Leased Premises as a center for theatrical productions, and cultural and educational activities. Lessee is responsible for obtaining and keeping current all necessary licenses and/or permits. Lessee will make such licenses and/or permits available for Lessor's inspection upon request from the Lessor.

*One Time Rental of Leased Premises to Third Parties*

Lessee may rent, for profit, at Lessee's sole discretion, any portion of the Leased Premises to third parties for **one time, non-recurring**, theatrical productions and cultural and educational activities, including, but not limited to, recitals, book readings, and lectures, either public or private, without seeking Lessor's approval.

If a third party wishes to rent the Leased Premises from Lessee on a regular and/or ongoing basis such an arrangement will be characterized as a "sublease" of the Leased Premises and will be subject to approval by Lessor as outlined in Section 20 of this lease.

*Cooperation with Local Educational Institutions*

Lessee agrees to allow local educational institutions, including Helena School District #1, to use the Leased Premises for theatrical workshops, production, and educational work-credit programs, so long as it does not interfere with Lessee's projects and productions. The Lessee has the sole discretion to determine whether a specific workshop, production, or program interferes with Lessee's project or production. Agreements between Lessee and Local Educational Institutions for use of the Leased Premises, even if such an agreement is for a recurring and/or ongoing need not be approved by Lessor and are not subject to the requirements of Section 20 of this lease.

*Illegal Activity Prohibited*

Lessee shall not use, occupy, or permit the Leased Premises to be used or occupied for any unlawful business or activity in violation of local, state, or federal laws or regulations. Permitting such illegal use on Leased Premises by Lessee will constitute default of this lease.

**Renewal Option:** This lease may be renewed by Lessee for additional terms of up to 10 years upon expiration of the current lease term or a subsequent renewal. Lessee must notify Lessor of Lessee's intention to exercise the renewal option under this section, in writing, at least 60 days prior to the expiration of the current lease term. The notice must specify the length of the additional term for which Lessee wishes the lease renewed. All lease renewals are subject to approval by Lessor in accordance with the provisions of the Helena City Code. Upon renewal, the parties will execute an amendment to this lease stating the new term of the lease.

**7. Utilities and Services:**

*Utilities*

Lessee is responsible for payment of all utilities for the Leased Premises, including water, gas, electricity, heat, grounds maintenance, building maintenance, garbage removal, sewer use charges and weed and pest control.

*Keys*

The Lessor shall provide adequate keys for the space at Lessor's expense prior to occupancy. After occupancy, the Lessee shall be responsible for lost keys or re-keying if the need to re-key is caused by Lessee.

*Equipment and Supplies*

Lessee shall provide all equipment and/or supplies required for Lessee's operations, including telecommunications equipment. Lessee is responsible for all charges associated with installation and/or operation of its equipment.

**8. Sidewalk Maintenance:** Lessee is responsible for maintenance, including removal of snow, ice, sand, gravel, and debris, of all sidewalks on public rights of way abutting the Leased Premises.

**9. Maintenance of Leased Premises:**

*Major Repairs*

Lessor is responsible for the major repairs of the Leased Premises. For the purposes of this lease, major repairs are defined as non-recurring structural defects of the exterior of the Leased Premises including the roof and the foundation. This definition does *not* include any major repairs necessitated by the acts of Lessee, or Lessee's agents, employees, officers, invitees or sublessees.

*Minor Repairs*

For the purposes of this lease, minor repairs are defined as any defects that are not a major repair. Lessee, at Lessee's cost and expense, is responsible for all minor repairs of the Leased Premises, including, but not limited to:

- (a) all landscaping around the Leased Premises, including sprinkler systems if any, mowing of the grass, and weed and tree/bush control;
- (d) all interior repairs; and
- (e) all plumbing, heating, ventilation, air conditioning, window treatments/blinds and electrical circuits.

*Light Bulbs*

Lessee, at its cost and expense, shall be responsible for the replacement of light bulbs, fluorescent tubes, and other lighting elements.

### *Maintenance*

Lessee shall maintain the leased premises in a neat and orderly manner and shall not allow waste or debris to accumulate thereon.

## **10. Alterations to Leased Premise:**

Lessee shall not permanently alter the Leased Premises without Lessor's prior written consent. Lessee is responsible for all licenses and/or permits required to perform the approved alteration. Lessee will make any such licenses and/or permits available for inspection upon Lessor's request. Lessor's approval is *not* required for non-permanent alterations such as the ones required for certain theatrical productions, holiday decorations, or for minor repairs as defined in Section 9 of this lease.

**11. Smoke Free Environment:** Leased Premises are tobacco, vapor product, and smoke-free. Lessee must actively enforce compliance with this section by its officers, employees, agents, invitees, and sublessees.

For purposes of this section, the following definitions apply:

*Tobacco*: a substance intended for human consumption that contains tobacco. The term includes cigarettes, cigars, snuff, smoking tobacco, and smokeless tobacco. The term does not include an alternative nicotine product, a vapor product, or a product regulated as a drug or device by the United States food and drug administration under Chapter V of the Federal Food, Drug, and Cosmetic Act. 16-11-302(6), MCA (2015).

*Vapor product*: a noncombustible product that may contain nicotine and that uses a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to produce vapor from a solution or other substance. The term includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container that may contain nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. The term does not include a product regulated as a drug or device by the United States food and drug administration under Chapter V of the Federal Food, Drug, and Cosmetic Act. 16-11-302(7), MCA (2015).

*Smoke or To Smoke*: the act of lighting, smoking, or carrying a lighted cigar, cigarette, pipe, or any smokable product and includes the use of marijuana for a debilitating medical condition.

Prohibitions of this section do *not* apply to smoking for theatrical purposes such as smoking by the actors during performance of theatrical productions. The prohibitions in this section do *not* apply to special effects equipment such as fog machines.

**12. Access for Maintenance/Inspection:** Upon 24 hour notice by the Lessor to the Lessee, the Lessee shall permit the Lessor or its agent to enter into and upon the Leased Premises at all reasonable times to: (a) maintain or inspect the Leased Premises, or (b) make repairs,

alterations or additions to any portion of the Leased Premises, including, but not limited to, the installation and maintenance of scaffolding, canopies, fences, or props as may be needed.

**13. Environmental Hazards:** Lessee hereby represents and warrants that it will not cause any environmentally hazardous leaks, spills, releases, discharges, emissions or disposal of hazardous or toxic substances on the Leased Premises. Lessee shall keep the soil and groundwater on or under the Leased Premises free of toxic or hazardous substances for the lease term. If any environmental hazard is caused by Lessee, Lessor may terminate this lease. Lessee shall be responsible for all damages, costs, fees, and expenses to mitigate and remedy such hazard(s).

**14. Casualty or Fire Damage:** If the Leased Premises become 25% or more destroyed or made uninhabitable, or if the Leased Premises are condemned by a proper authority, this lease may be terminated, without incurring liability, by the Lessee.

If the Leased Premises are less than 25% destroyed or made uninhabitable, the rent shall be reduced by the proportion the Leased Premises has been rendered uninhabitable or declared unsafe.

If the Leased Premises are not restored, or cannot be restored, and returned to proper condition for use and occupancy within 30 days of the casualty, then either the Lessor or the Lessee may terminate this lease, without incurring liability, on 10 days' written notice to the other party.

**15. Quiet Enjoyment:** Lessee has the right to quiet and peaceful enjoyment and use of the Leased Premises for the term of this lease upon paying rent as provided and upon Lessee's adherence to performance conditions set forth in this lease.

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

The Lessor's representative for purposes associated with this lease is:

Name: Troy Sampson, Director Community Facilities  
Address: 314 N. Park Ave., Helena, MT 59601  
Phone: (406) 447-8484  
E-Mail: [tsampson@helenamt.gov](mailto:tsampson@helenamt.gov)

The Lessee's representative for purposes associated with this lease is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

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

**17. Indemnity:** Lessee agrees to indemnify, defend, hold harmless, and save the Lessor, its elected and appointed officials, officers, agents, and employees from any and all losses, damage, and liability, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any act or omission on the part of the Lessee or Lessee's agents, employees, officers, or invitees.

**18. Insurance:** Lessee shall provide Lessor with proof of Lessee's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence/\$2.0 million aggregate per year for bodily injury, personal injury, and property damage. Lessor must be named as a co-insured with the Lessee. The insurance must be in a form suitable to Lessor.

Lessee must provide 30 days written notice to Lessor of any material change in Lessee's insurance coverage, including cancellation, and Lessor reserves the right to request copies of the Lessee's insurance coverage at any time.

Lessee's insurance coverage shall be primary insurance with respect to Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of Lessee's insurance and shall not contribute with it.

**19. Assignment:** Lessee may not assign this lease or any of its rights hereunder without prior express written consent of the Lessor.

**20. Sublease:** Lessee may not sublease all or any of the Leased Premises without prior express written approval of the Lessor in accordance with the provision of the Helena City Code. All sublessees will be required to execute a written sublease and will be subject to the terms and conditions of this lease.

**21. Holdover Tenancy:** No holdover tenancy is allowed.

**22. Condition of Leased Premises Upon Lease Termination:** Upon lease expiration or lease termination, the Lessee shall vacate and surrender the Leased Premise to the Lessor in as

good condition and repair as when it took possession, reasonable wear and tear excepted. All property, equipment, and fixtures that Lessee has placed within or on the Leased Premises must be removed by the Lessee immediately upon expiration or termination. If Lessee leaves any property, equipment or fixtures within or on the Leased Premises, the parties agree that Lessor may exercise those remedies available under § 70-24-430, MCA.

**23. Access to Records:** Lessee shall provide Lessor, or Lessor's authorized agent, access to any records concerning this lease. Lessor may terminate this lease without incurring liability upon Lessee's refusal to allow access to records as provided in this section.

**24. Compliance with Laws:** Lessee agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

**25. Nondiscrimination:** Lessee will not discriminate, in provisions of its services, based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliations or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity of expression, natural origin, ancestry, age, disability, military service or veteran status, or marital status, or any other protected class as prohibited by state, federal, or local law, rule, policy, or executive order. Lessee agrees that all hiring done by the Lessee will be on the basis of merit and qualification.

**26. Compliance with Americans with Disabilities Act (ADA):** Lessee will comply with all requirements of the ADA in all aspects of Lessee's operations.

**27. Termination if Certain Events Occur:** Lessor and Lessee may terminate this lease by providing 60 days prior written notice. Except for the prorated refund of unearned rent, Lessor is not liable to Lessee for any damages arising from termination of this lease under this section.

**28. Default:** If either party fails to comply with any term or condition of this lease, the other party may give the defaulting party notice of the default. Such notice must be in writing, provided in accordance with the terms of this lease, and specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued prior to the date of termination and may pursue remedies available under Montana law.

**29. Remedies Non-exclusive:** Any remedies available under this lease are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

**30. Entire Agreement.** This lease, including its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein. No agent or representative of either party has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this lease must be in writing

and signed by an authorized representative of each of the parties hereto.

**31. Governing Law and Venue:** This lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a lease dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

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

**33. Severability:** If any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the day and year first above written.

**APPROVED AS TO FORM:**

**CITY OF HELENA, MONTANA**

By \_\_\_\_\_  
**Rebecca Dockter, City Attorney**

By \_\_\_\_\_  
**Tim Burton, City Manager**

**Broadwater Productions, Inc., Lessee**

By \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
(Print Title) \_\_\_\_\_

***City of Helena, Montana***

**06/02/2025**

**To:**

Honorable Mayor Collins and City Commission

**From:**

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

**Subject:**

Consideration of a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as:  
Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

**Present Situation:**

The property at 1639 Aspen Street is currently vacant, zoned R-3 (Residential), and is proposed to be rezoned to B-2 (General Commercial).

The last use on the property, residence, single-dwelling unit, has been abandoned through the demolition of the structure and the discontinuation of its use. The property has adjacency to the proposed zoning district B-2 (general commercial) across the right-of-way to the north and east.

**Background Information:**

The subject property is approximately 0.36 acres in size and is currently vacant, with the previous single-family residence having been demolished in 2019. The property is located at 1639 Aspen St at the southwest corner of Aspen Street and North Oakes Street.

This zone change is being requested to facilitate additional parking for Summit Optical, an established Helena business operating at 1620 and 1680 Aspen Street, directly across the street from the subject property. Summit Optical intends to expand their operations and requires additional parking to accommodate growth.

**Proposal/Objective:**

The applicant, Matthew Spindler of Summit Optical, through their representative, Jeff Larson, of Larson Civil Engineering, and on behalf of the property owner, Hometown Solutions Inc. (Sandra and William Kokoruda), is requesting a zone change from R-3 (residential) to B-2 (general commercial) for the property located at 1639 Aspen Street.

**Advantage:**

The proposed zone change aligns with the following goals and objectives of the 2019 Growth Policy:

Goal G.01: "Promote and sustain Helena's economic vitality, supporting existing businesses and attracting a diverse range of economic sectors that provide employment opportunities."

**Notable Energy Impact:**

This change in zoning would not have a determinable energy impact.

**Disadvantage:**

B-2 zoning would significantly expand the range of potential uses for the property beyond what is currently permitted in R-3 zoning. This expanded flexibility could lead to more productive use of the land, particularly given its proximity to existing commercial uses. However, the introduction of commercial uses to the south side of Aspen Street could

also affect the residential character of the neighborhood and potentially impact property values of adjacent residential properties, depending on the specific use developed.

**Quasi-Judicial Item:**

True

**Notice of Public Hearing:**

True

**Staff Recommendation/  
Recommended Motion:**

Approval of 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-3 (Residential) to B-2 (General Commercial) for the property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

# **ORDINANCES OF THE CITY OF HELENA, MONTANA**

## **ORDINANCE NO. [XXXX]**

**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-3 (RESIDENTIAL) TO B-2 (GENERAL COMMERCIAL) FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 12R, BLOCK 16 OF THE FLOWER GARDEN ADDITION, SECTION 20, TOWNSHIP 10 NORTH, RANGE 3 WEST, IN THE CITY OF HELENA, LEWIS AND CLARK COUNTY, MONTANA.**

**WHEREAS**, Matthew Spindler of Summit Optical, through their representative, Jeff Larson, of Larson Civil Engineering, and on behalf of Hometown Solutions Inc. (Sandra and William Kokoruda), the property owner, has requested that the City of Helena pass an ordinance, pursuant to section 11-1-10 of the Helena City Code, to amend the official zoning map of the City of Helena for the property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 north, Range 3 west, in the City of Helena, Lewis and Clark County, Montana, and located at 1639 Aspen St, Helena, MT 59602 (the here-described property is hereinafter collectively referred to as the "Property");

**WHEREAS**, the requested change is from the R-3 (residential) zoning district to B-2 (general commercial) zoning district for the Property, shown on Exhibit 1 as having the R-3 zoning district, which is hereby incorporated into this ordinance and made part thereof by this reference;

# ORDINANCES OF THE CITY OF HELENA, MONTANA

**Ord. [XXXX]**

**WHEREAS**, this zone change is in substantial compliance with the 2019 City of Helena Growth Policy and Future Land Use map;

**WHEREAS**, pursuant to Section 11-1-3 of the Helena City Code the official zoning map of the City of Helena must be amended to change the zoning designation for said property;

**WHEREAS**, a public hearing was held on **May 13, 2025**, before the Helena Zoning Commission concerning this zone change and amendment to the official zoning map;

**WHEREAS**, a public meeting was held on **June 16, 2025**, before the Helena City Commission concerning this zone change and amendment to the official zoning map;

**WHEREAS**, a public hearing was held on **July 21, 2025**, before the Helena City Commission concerning this zone change and amendment to the official zoning map;

**WHEREAS**, this amendment and zone change appear to be in the best interests of the City of Helena, Montana, and the inhabitants thereof; and

**WHEREAS**, in considering this amendment and zone change, the City of Helena has given due consideration to the matters set forth in § 76-2-304, MCA.

**ORDINANCES OF THE CITY OF HELENA, MONTANA**

**Ord. [XXXX]**

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

**Section 1.** City of Helena Ordinance No. 3097 is amended and the zoning designation for property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 north, Range 3 west, in the City of Helena, Lewis and Clark County, Montana.

**FIRST PASSED BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, THIS 16th DAY OF JUNE, 2025.**

**MAYOR** \_\_\_\_\_

**ATTEST:**

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

**FINALLY PASSED BY THE COMMISSION OF THE CITY OF HELENA, MONTANA, 21st DAY OF JULY, 2025.**

**ORDINANCES OF THE CITY OF HELENA, MONTANA**

**Ord. [XXXX]**

**MAYOR** \_\_\_\_\_

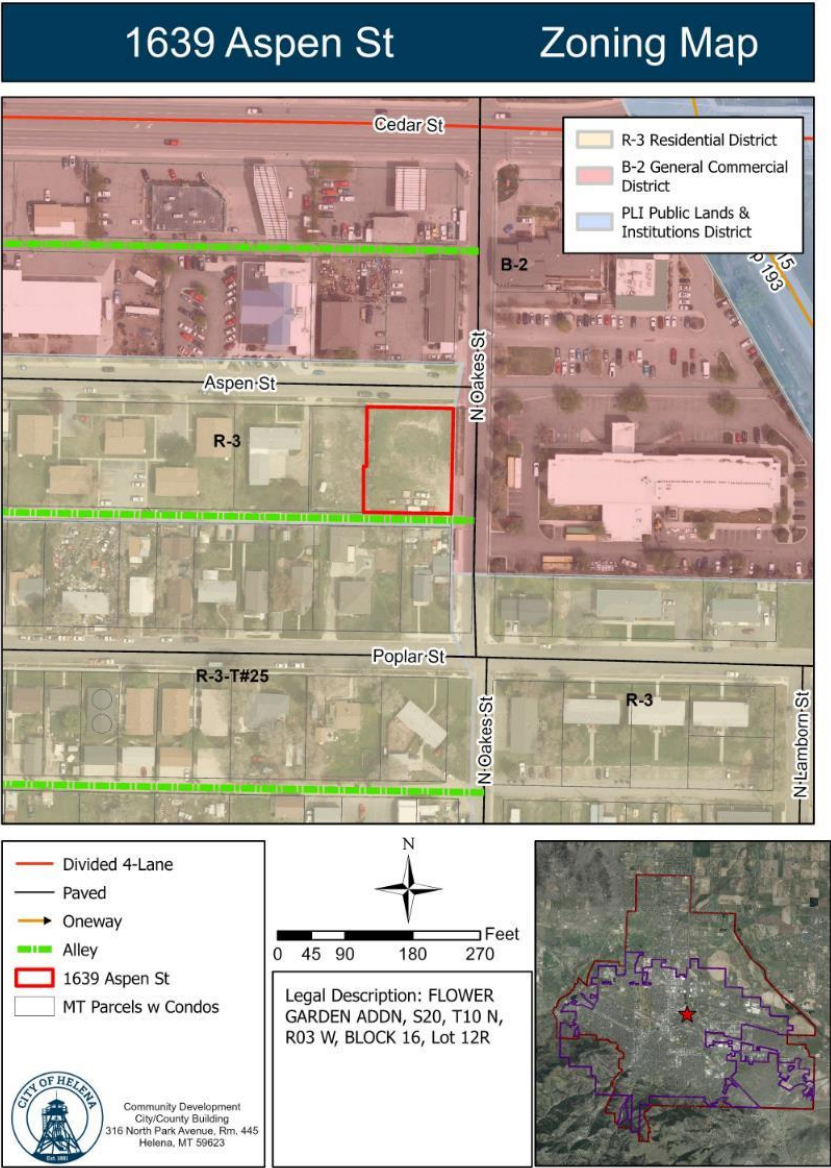
**ATTEST:**

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

ORDINANCES OF THE CITY OF HELENA, MONTANA

Ord. [XXXX]

Exhibit A



# STAFF REPORT

1639 Aspen St

Zone Change from  
R-3 to B-2

Case# ZONE2503-0002

*Michael Alvarez*  
*Planner II*

Community Development Department  
316 N Park Ave  
Helena, MT 59623





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## Section 1 – PROJECT OVERVIEW

The applicant, Matthew Spindler of Summit Optical, through their representative, Jeff Larson, of Larson Civil Engineering, and on behalf of the property owner, Hometown Solutions Inc. (Sandra and William Kokoruda), is requesting a zone change from R-3 (residential) to B-2 (general commercial) for the property located at 1639 Aspen Street, legally described as:

Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

The subject property is approximately 0.36 acres in size and is currently vacant, with the previous single-family residence having been demolished in 2019. The property is located at 1639 Aspen St at the southwest corner of Aspen Street and North Oakes Street.

This zone change is being requested to facilitate additional parking for Summit Optical, an established Helena business operating at 1620 and 1680 Aspen Street, directly across the street from the subject property. Summit Optical intends to expand their operations and requires additional parking to accommodate growth.

The subject property has B-2 (general commercial) zoning to the north and east, and R-3 (residential) zoning to the south and west. Aspen Street dead-ends into N Oakes St at this location and traffic would largely be funneled to Cedar St and its immediate highway access.

## Section 2 – STAFF RECOMMENDATION

Approval of 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-3 (Residential) to B-2 (general commercial) for the property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

## Section 3 – GENERAL INFORMATION

**Application Date:** March 25, 2025  
**Public Hearing Dates:** Zoning Commission – May 13, 2025  
City Commission – June 16, 2025 – First Passage (public meeting)  
City Commission – July 21, 2025 – Final Passage (public hearing)  
**Applicant:** Matthew Spindler  
Summit Optical  
1620 Aspen St  
Helena, MT 59601

**Authorized Representative:** Jeff Larson  
Larson Civil Engineering  
28 Antler Avenue  
Clancy, MT 59634

**Property Owner:** Sandra and William Kokoruda  
Hometown Solutions  
6100 Timber Trail Dr  
Helena, MT 59602

**Legal Description:** Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

**General location:** The property is generally located at 1639 Aspen St and more generally on the southwest corner of Aspen Street and North Oakes Street.

**Present Land Use:** Vacant -- (abandoned use - Residence, single-dwelling unit)

**Adjacent Zoning and Land Uses:**

North: B-2 - Commercial (professional offices and general services)  
South: R-2 - Residential (single-dwelling units)  
East: B-2 - Commercial (hotel)  
West: R-3 - Residential (single dwelling-unit and multiple-dwelling units)

**Tract/Property Size:** Approximately 0.36 acres

**2019 Growth Policy:**

**Land Use Designation(s):** Urban- This category includes predominantly moderate- to high-density residential uses, and may include public uses such as schools, churches, and open lands such as parks and occasional commercial uses that serve the immediate area or are relatively small and low-intensity.

## **Section 4 – PUBLIC PROCESS**

per City Code Section 11-1-10:

Zone Change applications are filed with the Community Development Department, and any required fees must be paid upon submission of an application. The application will then be reviewed by City staff.

The Zoning Commission shall hold a public hearing on the proposed change and make a recommendation to the City Commission.

The recommendations of the zoning commission, and the decisions of the city commission, are based upon the considerations and factors set forth in sections 76-2-301 through 76-2-305 Montana Code Annotated. The city commission shall set forth its reasons in written findings and conclusions giving due consideration to each of the matters set forth in section 76-2-304 Montana Code Annotated. (Ord. 3097, 4-7-2008)

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

### Public Comment

An integral part of the review process is conducting public hearings and the solicitation of public comment. Comments are welcome throughout the entire process including during the public hearings. As of May 02, 2025, there have been no public comments received regarding the proposed rezoning. Any comments received during and after the hearing conducted by the Zoning Commission will be attached to this report and presented to the City Commission for their review and final decision.

## Section 5 –EVALUATION

The property at 1639 Aspen Street is currently vacant, zoned R-3 (Residential), and is proposed to be rezoned to B-2 (General Commercial).

The last use on the property, residence, single-dwelling unit, has been abandoned through the demolition of the structure and the discontinuation of its use. The property has adjacency to the proposed zoning district B-2 (general commercial) across the right-of-way to the north and east.

In Montana, the Montana Supreme Court uses a three-pronged test to determine if a zoning proposal constitutes illegal spot zoning. This test considers whether: 1) the proposed use is significantly different from the prevailing use in the area; 2) the land area involved is small; and 3) the zoning change is primarily designed to benefit one or a few landowners. Typically, all three factors must be present for the rezoning to be deemed illegal spot zoning.

While the zone change does fail the 3-prong test on point number 3, the proposal passes on the other two points. Therefore, staff has concluded that changing the zoning would not

constitute “spot zoning.” Of note, however, is that there are arguments to be made for whether this could fail the other two points. First, this would be the first implementation of B-2 on this block. So, while the zoning-district still has adjacency, an argument could be made that the neighborhood has a hardline here for commercial creep into the residential area. Point 2 asks that the size be evaluated from the perspective of impacts – rather than being defined by absolute size parameters, this test invites a variety of interpretations. To reiterate, city staff found that the proposal passed these tests.

The Future Land Use Map in the 2019 Growth Policy is used to determine whether zoning changes are in line with expected and desired growth patterns. Future land use map designations are not to be considered absolute and are meant to “be interpreted in a broad, flexible manner, but in context with currently existing land uses and development.” Every property must have its unique characteristics considered when its zoning is analyzed through the lens of the future land use map.

The subject property has the designation of Urban in this location to preserve the residential neighborhood that begins there. The lot now stands vacant as is the lot adjacent to it on Aspen St, and it is separated from the homes to the south of it by an alley. Across the rights-of-way the subject property is adjacent to commercial activity, B-2 zoning, and area designated as commercial on the future land use map. This is a transitional area in the city, and the expansion of the B-2 zoning could be seen as commercial creep on a residential area, or the natural intensification of development in a growing city.

Development standard	Zoning Requirement for B-2	Zoning Regulations for R-3
Lot Coverage	No minimum	40%
Height	75' maximum	36' maximum
Front Lot Line Setback (Aspen St)	No minimum	10' minimum
Front Lot Line Setback (N Oakes St)	No minimum	10' minimum
Setback from alleyway (South)	5' minimum	5' minimum
Side Lot Line Setback (East)	15' Minimum	6' Minimum
Vehicular entrance of a garage if approach is facing public ROW designated as a street	20' Minimum	20' Minimum

**Montana MCA Section 76-2-304(1.b), Criteria and guidelines for zoning regulations:**

- 1. Zoning regulations must be:**
  - a. made in accordance with a growth policy (see growth policy section 6); and*
  - b. designed to:*
    - i. secure safety from fire and other dangers;*
    - ii. promote public health, public safety, and the general welfare; and*
    - iii. facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*

**Montana MCA Section 76-2-304(2.a thru e), “Purposes of Zoning” states:**

- 2. In the adoption of zoning regulations, the municipal governing body shall consider:**
  - a. reasonable provision of adequate light and air;*
  - b. the effect on motorized and non-motorized transportation systems;*
  - c. promotion of compatible urban growth;*
  - d. the character of the district and its peculiar suitability for particular uses; and*
  - e. conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

The proposed pre-zone to the B-2 (commercial) zone type meets all the zone change requirements outlined in MCA Section 76-2-304(1.b) and (2.a thru e). This is documented below.

<i>Designed to (i) secure safety from fire and other dangers;</i>	The subject property is within the City of Helena Urban Standards Boundary and is currently served by all City of Helena emergency services. A fire hydrant is located at the northeast corner of the property. The proposed zone change itself will not impact the levels of emergency services available in the surrounding area, though future development may require additional review based on specific use.
<i>Designed to (ii) promote public health, public safety, and the general welfare; and (iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements</i>	The B-2 zoning district permits a wide range of commercial uses that could potentially serve neighborhood needs. However, some permitted uses in B-2 districts (such as vehicle repair, restaurants with drive-through service, and vehicle fuel sales) could potentially generate increased traffic, noise, and activity levels that may affect neighboring residential properties. Any development would require compliance with City codes and regulations designed to protect public health, safety, and welfare, including landscaping, screening, and stormwater management requirements.

The application shall also be reviewed through Montana MCA Section 76-2-304. Montana MCA Section 76-2-304(2.a thru e), In the adoption of zoning regulations, the municipal governing body shall consider:

<i>(a) reasonable provision of adequate light and air.</i>	Future development under B-2 zoning would need to comply with the district's standards for setbacks, lot coverage, and height, which would ensure adequate light and air is maintained. The B-2 district allows for buildings up to 75 feet in height, which is substantially taller than what would be permitted in the current R-3 district (36 feet). However, given the small size of the parcel (0.36 acres), it is unlikely that a structure approaching the maximum height would be built.
<i>(b) the effect on motorized and non-motorized transportation systems;</i>	<p>Based on the Community Development Department's Traffic Generation Data by Zone Type, B-2 (General Commercial) zoning can generate significantly higher traffic volumes than R-3 zoning. The B-2 district permits high-intensity uses such as drive-in restaurants (496.12 trips/1000 sf GFA), general retail (50.75 trips/1000 sf GFA), and professional services (11.03 trips/1000 sf GFA).</p> <p>While the property's small size and location one block off the main arterial would likely make high-intensity uses such as drive-through restaurants or gas stations impractical or financially infeasible, other permitted B-2 uses such as small retail establishments, professional offices, or personal service businesses could still be viable. These uses would generate more traffic than residential development but at lower levels than maximum-intensity B-2 uses.</p> <p>The 2014 Greater Helena Long Range Transportation Plan designates Aspen Street as a local road, designed to accommodate less than 1,500 vehicles per day. Any high-intensity commercial development would need to be carefully evaluated to ensure compatibility with the street network's capacity, especially when the existing commercial facilities, and multiple dwelling-unit residential on the street are taken into account.</p>
<i>(c) promotion of compatible urban growth.</i>	The subject property is located at the edge of an existing B-2 zoning district, with B-2 zones to the north and east. Currently, Aspen Street serves as a boundary between

	<p>B-2 zoning to the north and R-3 zoning to the south. The proposed rezoning would extend the B-2 district to the south side of Aspen Street for the first time.</p> <p>This extension of commercial zoning across what has historically been a dividing line between commercial and residential uses represents a significant change to the established pattern. However, given the property's location at a transition point between zoning districts and its directly abutting relationship to existing B-2 zoning, the change could be viewed as a logical extension rather than an isolated rezoning that would constitute spot zoning.</p>
<p>(d) <i>the character of the district and its peculiar suitability for particular uses; and</i></p>	<p>The north side of Aspen Street includes established commercial businesses, while the south side maintains a residential character. The subject property's location directly across from existing commercial uses makes it potentially suitable for lower-intensity B-2 uses that could serve as a transition between commercial and residential areas.</p> <p>Of the many uses permitted in the B-2 district, some would be more suitable than others at this location. Uses with lower traffic generation, limited hours of operation, minimal noise generation, and appropriate scale would be more compatible with the adjacent residential neighborhood. These might include professional offices, personal services, or small retail establishments.</p> <p>More intensive uses permitted in B-2 districts—such as vehicle fuel sales, vehicle repair, or restaurants with drive-through service—would be less suitable at this location due to potential noise, traffic, and visual impacts on adjacent residential properties. However, the B-2 zoning would permit these uses, potentially creating tension with the residential character of adjacent properties.</p>
<p>(e) <i>conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area</i></p>	<p>The proposed zone change would allow for commercial development of a currently vacant lot. Development of the property would be required to include screening from adjacent residential properties per City Code, which would help mitigate impacts on those properties.</p>

	<p>B-2 zoning would significantly expand the range of potential uses for the property beyond what is currently permitted in R-3 zoning. This expanded flexibility could lead to more productive use of the land, particularly given its proximity to existing commercial uses. However, the introduction of commercial uses to the south side of Aspen Street could also affect the residential character of the neighborhood and potentially impact property values of adjacent residential properties, depending on the specific use developed.</p> <p>The most appropriate uses for this particular property would be those that can serve as a transitional buffer between the more intensive commercial uses to the north and the residential uses to the south and west. Lower-intensity commercial uses with limited hours of operation, appropriate scale, and adequate buffering would likely be most compatible with the surrounding area. With a B-2 designation the largest controlling factor for the intensity of future uses built at this location would be its location away from the major arterial and on a side local road.</p>
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## Section 6 – GROWTH POLICY ANALYSIS

The 2019 City of Helena Growth Policy designates this property as "Urban," defined as an area that "includes predominantly moderate- to high-density residential uses, and may include public uses such as schools, churches, and open lands such as parks and occasional commercial uses that serve the immediate area or are relatively small and low-intensity."

The proposed zone change aligns with the following goals and objectives of the 2019 Growth Policy:

Goal G.01: "Promote and sustain Helena's economic vitality, supporting existing businesses and attracting a diverse range of economic sectors that provide employment opportunities."

The B-2 designation would allow for expansion of commercial activities in an area where commercial uses already exist.

Goal G.10: "Plan for and establish types and quantities of land uses in Helena supporting community needs, neighborhood centers, aesthetics and the City's long-term sustainability."

B-2 zoning would provide additional flexibility for future development that could serve community needs.

Objective 0.77: "Apply or revise zoning designations with careful consideration of factors including future land use mapping, compatibility with surrounding land uses, infrastructure and service plans, development of vacant and under-utilized buildings, existing and future traffic patterns, and goals and objectives of the growth policy."

The subject property is vacant and located at the edge of an existing B-2 district.

Objective 0.78: "Encourage infill development on vacant and under-utilized land within the city, directing growth to areas currently served by, or in close proximity to, existing infrastructure and that harmonizes with the character of existing neighborhoods."

The property is currently vacant and served by existing infrastructure.

Objective 0.82: "Encourage development patterns and proposals that promote efficient use of City infrastructure and resources."

The property is located in an area with existing utility infrastructure.

While the property is designated "Urban" on the Future Land Use Map, which primarily indicates residential uses, the growth policy acknowledges that occasional commercial uses may be appropriate in that designation, and that bordering areas of the future land use map can be interpreted in a flexible manner. The proximity to existing B-2 zoning suggests this location could be suitable for a transition to commercial use.

## Section 7 – STAFF RECOMMENDATION

Based on the evaluation of the proposed zone change request for 1639 Aspen Street from R-3 (residential) to B-2 (general commercial), staff has determined that the requested zoning designation is consistent with the City of Helena's 2019 Growth Policy and complies with all applicable zoning statutes.

The B-2 (general commercial) zoning district "provides for compatible residential uses and a broad range of commercial and service uses that serve large areas of the city and that are normally required to sustain a community." This designation would allow for a wide variety of potential future uses on the property, consistent with the existing B-2 zoning directly to the north and east of the subject property. The location at the intersection of existing commercial and residential zones makes it suitable for this transition.

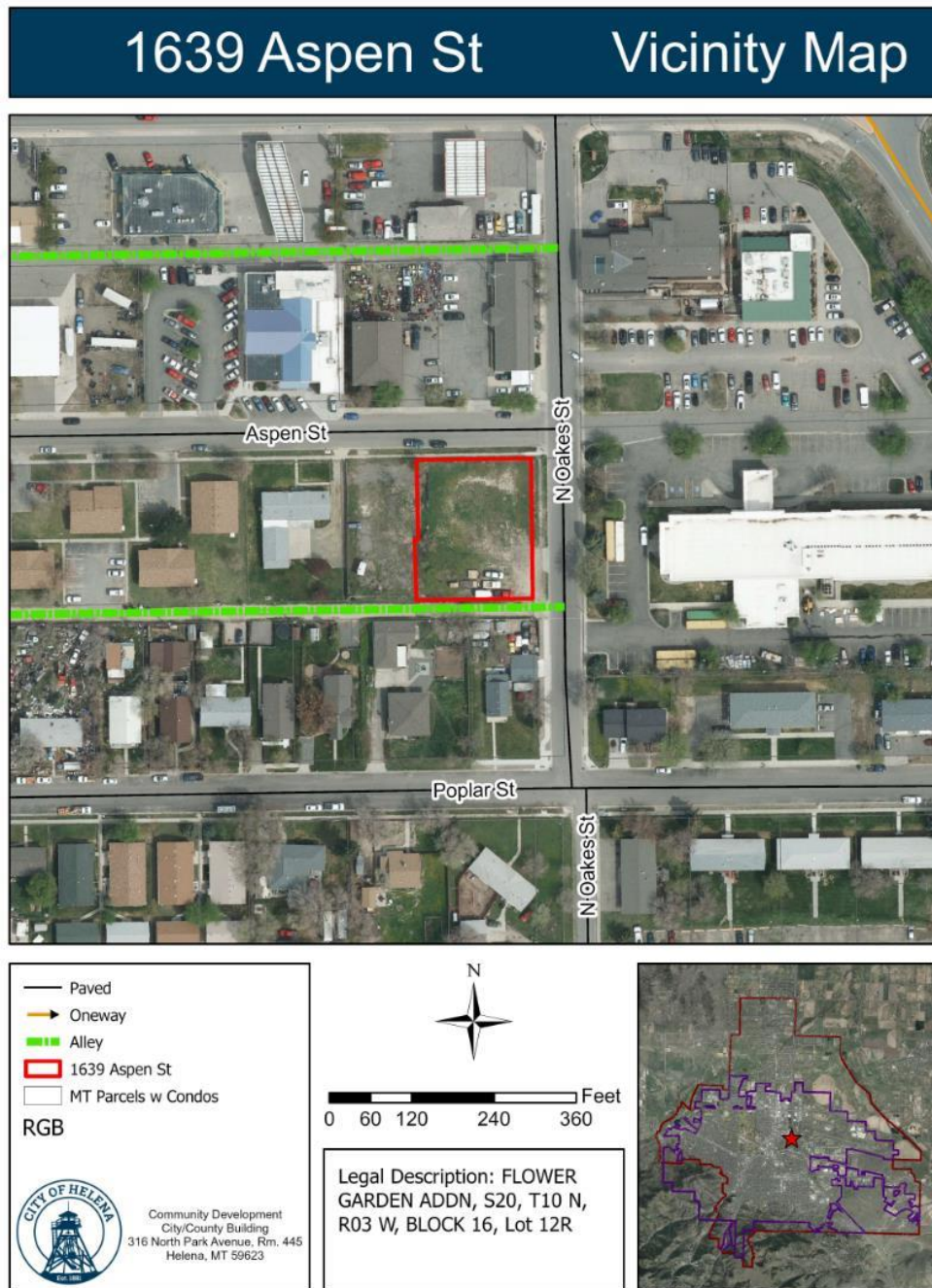
The subject property's transition to B-2 would reflect the natural intensification of development of a growing city in opposition to pushing that development out to greenfield development in the county, promoting infill development of a currently vacant parcel, and

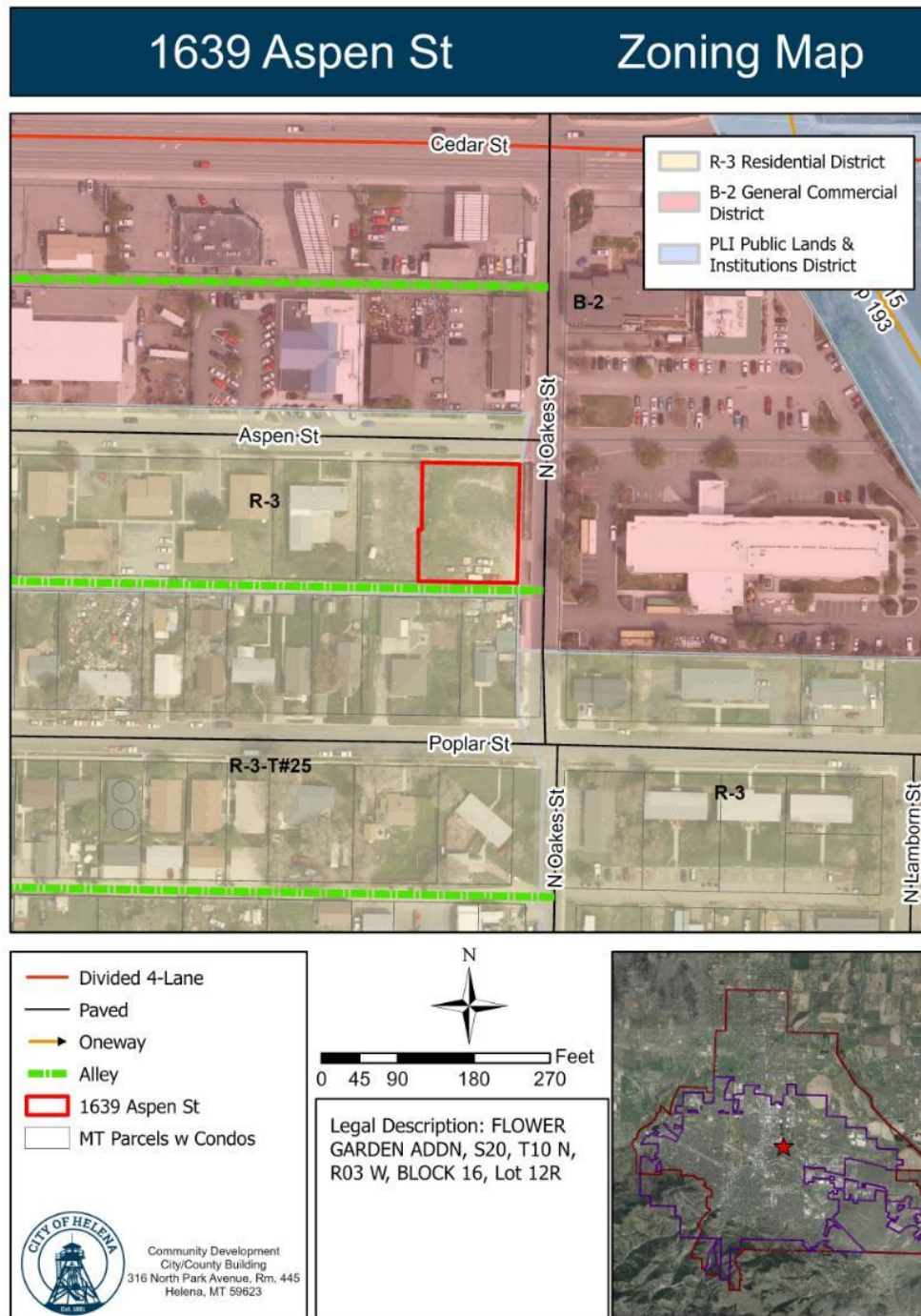
efficient use of existing infrastructure. Any future development would be subject to applicable development standards including landscaping, screening, setbacks, and parking requirements that would help mitigate impacts on adjacent residential properties.

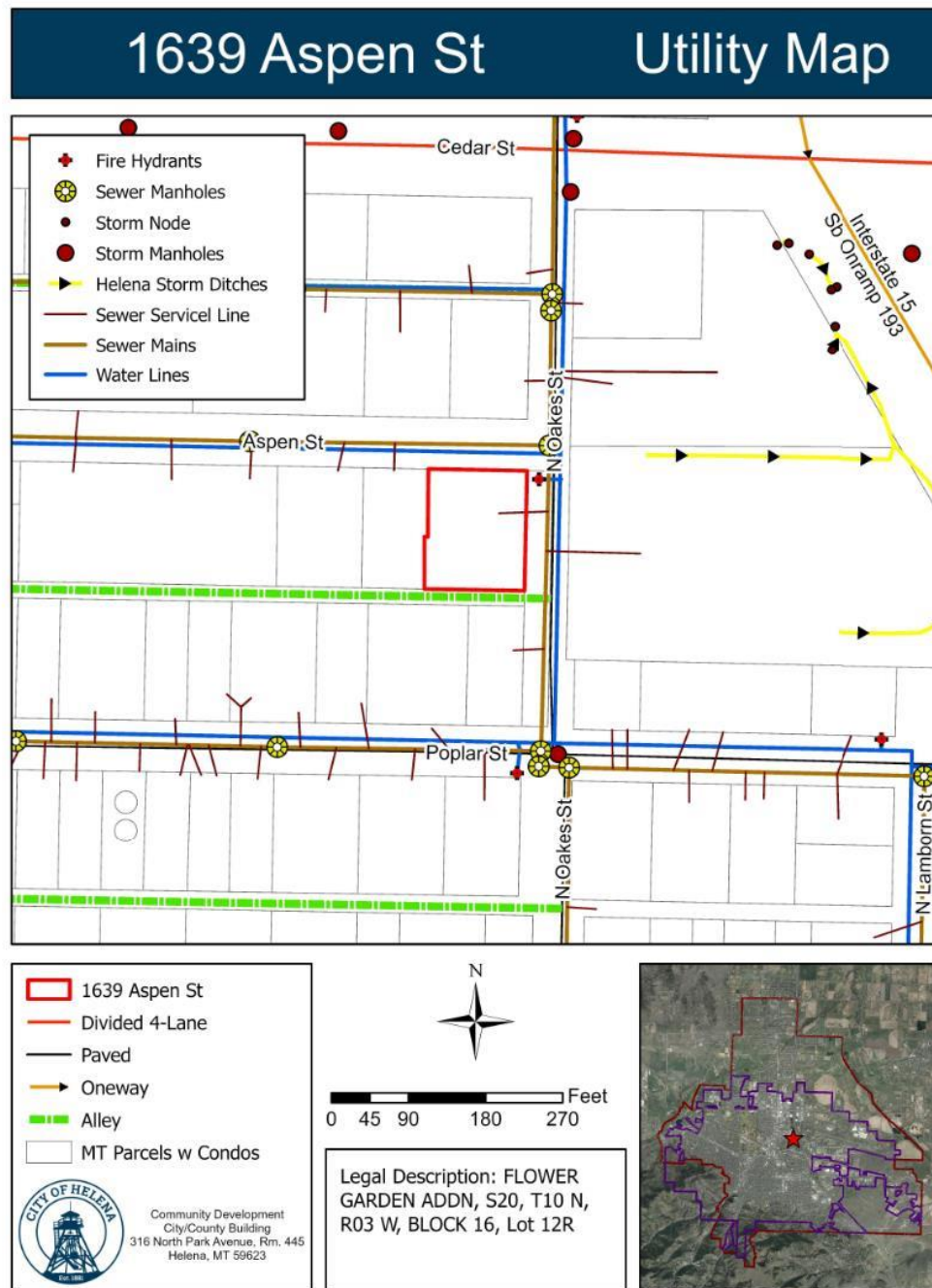
**Staff Recommendation:**

**Approval** of 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-3 (Residential) to B-2 (General Commercial) for the property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

## Appendix A –Maps







## **Summit Optical - 1639 Aspen Street Zoning Change**

### **Zoning Narrative (numbers are from application):**

2. Zoning Review Criteria
  - 1a. This zoning change meets several of the goals and objectives outlined in Helena's growth policy as list under the response to item 6.
  - 1b. The property is in the City of Helena and protected by the City of Helena Fire and Police Departments. It is also served by local emergency medical services. A fire hydrant is located at the northeast corner of the property.
  - 1bii. Development of the property will be completed in compliance with City Codes and regulations designed to protect the public and promote the general welfare of the Community.
  - 1biii. The property is within a developed neighborhood that has paved streets, a water distribution system, and a sewer collection system. Schools are nearby and Lincoln Park is within a few blocks of the property.
  - 2a. This lot is intended to provide parking for Summit Optical which will maintain an open feel to the property. Any future development beyond the parking would be required to comply with zoning setbacks and height restrictions providing reasonable provision of light and air.
  - 2b. The project as planned will result in a small to moderate increase in traffic due to additional employees. It will also increase pedestrian crossings on Aspen Street between the parking lot and business.
  - 2c. The property will serve an existing business and as a result is compatible with uses in the area.
  - 2d. The expansion of the B-2 Zoning District for this property is adjacent to several commercial business. The zone change fits well with these uses and will be directly across the street from one of Summit Optical's existing buildings. This fits with the character of the neighborhood.
  - 2e. The proposed parking lot will require screening from adjacent residential properties per City Code helping to protect the value of these properties.
3. The approval of this zone change is vital to the planned expansion of Summit Optical. Summit Optical is a well established and growing business that currently brings over 60 well paying jobs to the Helena area. The expansion will increase the number of employees bringing new jobs to the community. Summit Optical opened in 2002 and has occupied its current location at 1620 Aspen Street since that time. A second property was purchased in 2018 at 1680 Aspen Street for expansion purposes.
4. The proposed use for the property at 1639 Aspen Street is to provide parking for Summit Optical, which occupies two properties on the north side of Aspen Street in the vicinity of the lot. Summit Optical plans to expand their business within the currently owned properties, which will require more parking than space allows. The

subject property is intended to provide additional parking. The planned expansion will increase the number of employees and as a result traffic, but additional trip generation numbers will be well below the 200 vehicle per day threshold requiring a traffic study.

5. Vicinity map is attached as required.

6. Growth Plan

The zone change meets the following goals and objectives of Helena's 2019 Growth Policy:

[G.01] Promote and sustain Helena's economic vitality, supporting existing businesses and attracting a diverse range of economic sectors that provide employment opportunities.

[O.01] Create and sustain a diverse local economic base by:

- Helping retain, promote and expand existing businesses and industry;
- Supporting innovative, entrepreneurial enterprises;

[O.02] Support the maintenance and growth of local businesses, providing infrastructure and developing resources and educational programs.

[O.03] Support efforts to encourage the creation and expansion of small businesses in Helena.

[O.06] Encourage the creation of "living wage" jobs that pay salaries and benefits sufficient to support families and contribute to the local economy, including providing active assistance to businesses and individuals, where appropriate.

[G.10] Plan for and establish types and quantities of land uses in Helena supporting community needs, neighborhood centers, aesthetics and the City's long-term sustainability.

[O.77] Apply or revise zoning designations with careful consideration of factors including:

- Development of vacant and under-utilized buildings;
- Goals and objectives of the growth policy, related master plan and/or facility plans.

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

### Land Use Map

The future land use map for the area at 1639 Aspen Street shows no proposed changes from current zoning. This zone change if approved will expand the existing B-2 Zoning which is adjacent to the lot on both the north and east.

### Neighborhood Plan

This property is included in the Railroad District Neighborhood Plan. Following is a summary of the recommended changes for the 6<sup>th</sup> Ward North area identified in the plan, which includes the 1639 Aspen Street Property:

- Change zoning to R-2 and eliminate the “T” overlay zoning.
- Retain the Roberts Street rail crossing.
- Implement traffic calming in conformance with the City’s complete streets principals.

None of these recommendations are impacted by the zone change request, except for the general zone change throughout the residential area in the 6<sup>th</sup> Ward North. The process we are going through addresses this recommendation.

The Neighborhood Plan identified the previous structure occupying the 1639 Aspen as either “unsound” or in very poor condition, the likely reason it was demolished.

7. There are no existing structures on the property, it is currently vacant. The previous residence was demolished in 2019.
8. The property is currently vacant which is allowed in a B-2 Zoning District.
9. A single-family residential structure previously occupied the property at 1639 Aspen. This block of Aspen Street is the boundary between B-2 Zoning to the north and R-3 Zoning to the south. All residences on the south side of Aspen Street are older homes. Businesses on the north side include Summit Optical, Mountain Stihl, and Tire Rama. The most recent changes on this block are the demolition of structures at 1637 and 1639 Aspen.

First Montana Title Company of Helena  
P.O. Box 251  
Helena, MT 59624

3234113 B: M46 P: 3403 DEED  
12/28/2012 02:57 PM Pages: 1 of 1 Fees: 7.00  
Paulette DeHart Clerk & Recorder, Lewis & Clark MT

Return to:

Hometown Solutions  
P.O. Box 6651  
Helena MT 59604



## QUIT CLAIM DEED

For Value Received:

William Kokonda and Sandra Kokonda

doe(s) hereby convey, release, remise and forever quit claim unto

Hometown Solutions, inc.

The grantees, the following described premises, in Lewis and Clark County, Montana, to-wit:

1639 Aspen St.  
Flower Garden Addn, S20, T10N, R03W, Block 16  
Lot 12R

Together with their appurtenances.

Dated: 12-28-2012

Sandra Kokonda

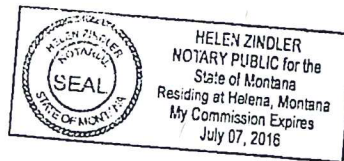
William Kokonda

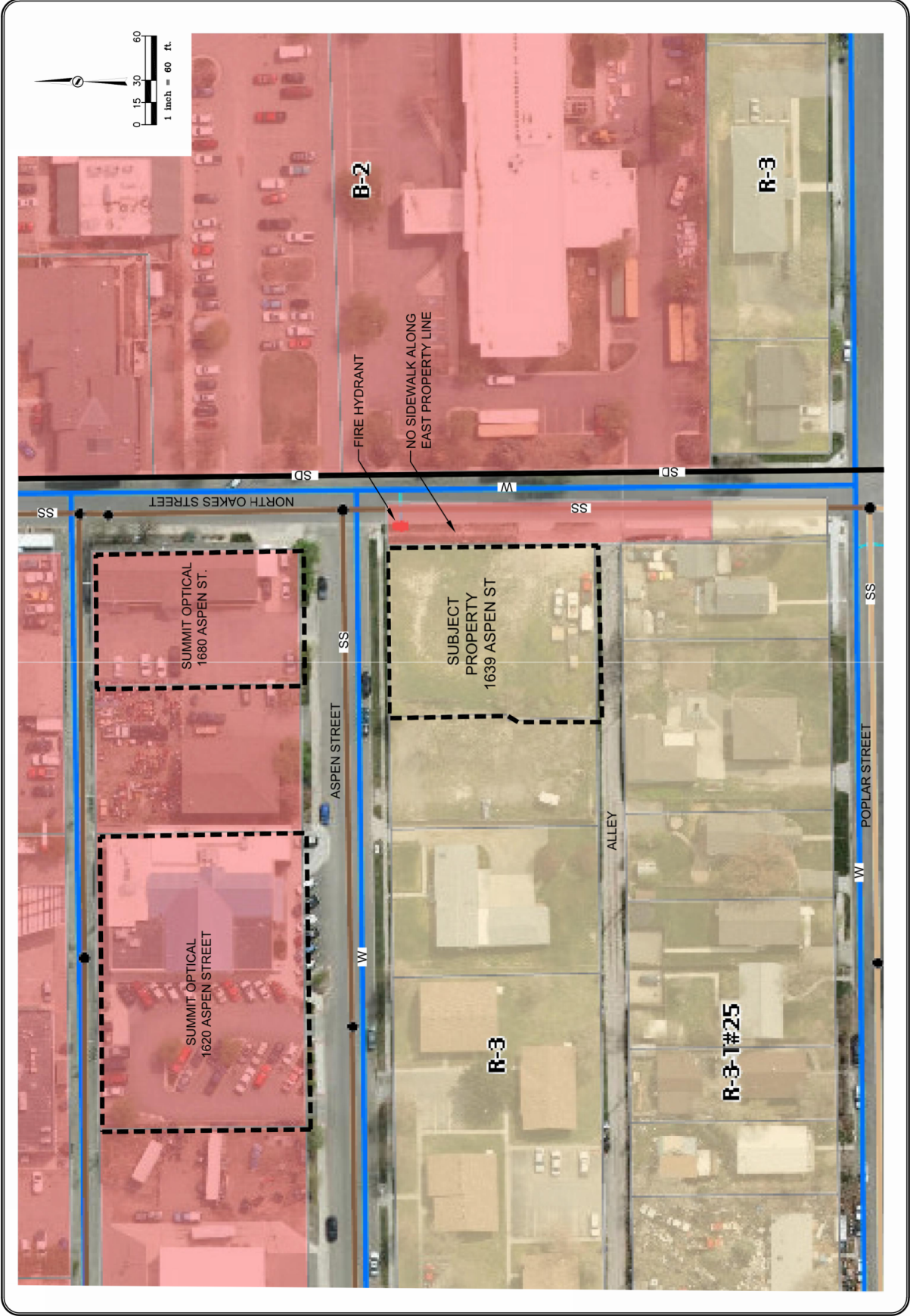
STATE OF MT, COUNTY OF Lewis & Clark  
On this 28th day of Dec, 20 12  
Before me a notary public in and for said State  
Personally appeared

William Kokonda and Sandra Kokonda

known to me to be the person(s) whose name(s)  
are/is subscribed to the within instrument and  
acknowledged to me that he/she/they executed  
the same.

Heleen Zindler  
Notary Public  
Residing at  
Commission Expires





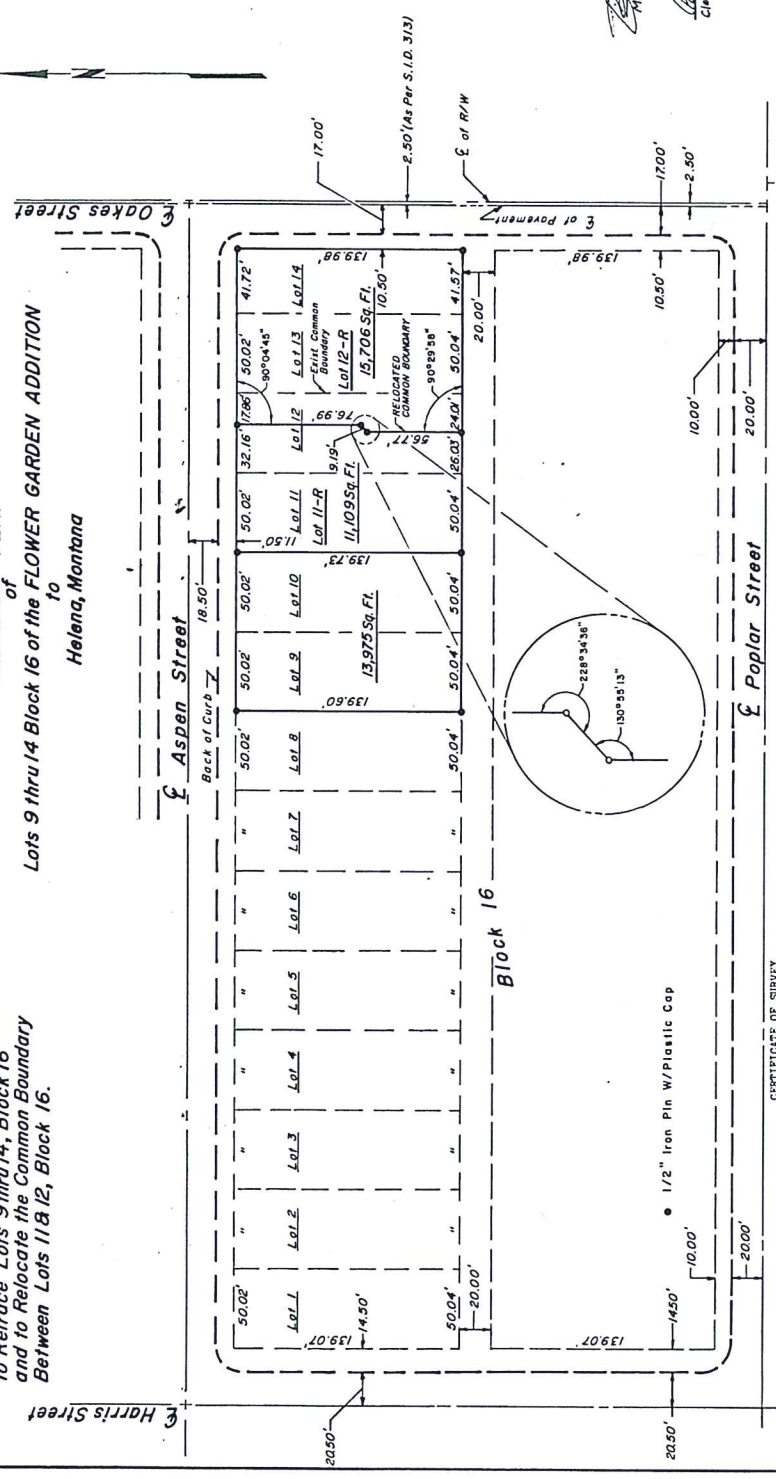
257

257

CS# 336228 P# 257

PURPOSE:  
To Retrace Lots 9 thru 14, Block 16  
and to Relocate the Common Boundary  
Between Lots 11 & 12, Block 16.

AMENDED PLAT  
of  
Lots 9 thru 14 Block 16 of the FLOWER GARDEN ADDITION  
to  
Helena, Montana



CERTIFICATE OF SURVEY

PURPOSE OF SURVEY  
To retrace existing lots and relocate a common boundary.

BASIS OF BEARINGS  
No bearings were shown because none were shown on the original plat.

RETRACEMENT  
DESCRIPTION OF SURVEY

Lots 9 thru 14 of Block 16 of the Flower Garden Addition to Helena in Section 20, Township 10 N., Range 12 E., 1st Meridian, in Lewis and Clark County, Montana. The distances and angles shown on this plat are as found by proportional measurements within the Block.

The East 30 feet of Lot 14 was deeded to the City of Helena, Deed Book 144, page 16.

LOT 11-R (as per this plat)  
Lot 11 and the Western half of Lot 12 (as per this plat) of Block 16, Flower Garden Addition to Helena, Montana and containing in all 11,109 sq. ft.

LOT 12-R (as per this plat)  
The Eastern half of Lot 12 (as per this plat), Lot 13 and Lot 14 excluding the East 30.00 feet of Lot 14, of Block 16, Flower Garden Addition to Helena, Montana and containing in all 13,706 sq. ft.

I, William John Wilson, a Montana Registered Land Surveyor No. 2105-S, do hereby certify the above described survey was made under my supervision and is correct and true to the best of my knowledge.

Date 1/13/81  
Signature of William John Wilson  
Montana Registration No. 2105-S

OWNERSHIP CERTIFICATION

I certify that I as the owner of Lots 9 thru 14 of Block 16 of the Flower Garden Addition to Helena, Montana.

Date 6/2/81  
Signature of Clayton R. Belcher  
Owner

CERTIFICATION OF SUBDIVISION ACT EXEMPTION

I hereby certify that the above described divisions of land meet the criteria contained in the Montana Subdivision and Platting Act (76-3-207) (a) annotated code) which allows exemption from the Subdivision Review Procedures of the Act for the relocation of a common boundary.

Date 6/2/81  
Signature of Clayton R. Belcher  
Owner

336228

STATE OF MONTANA  
COUNTY OF LEWIS & CLARK  
I hereby certify that the within plat is a true and correct copy of the original as shown to me by the Surveyor and is correct and true to the best of my knowledge.

16/1/81  
Signature of William John Wilson  
County Surveyor & Clerk

Signature of William John Wilson  
By William John Wilson  
County Surveyor & Clerk

Signature of Patricia A. Brown  
City of Helena  
City Engineer

Signature of Patricia A. Brown  
City of Helena  
City Engineer

Signature of Patricia A. Brown  
APD planning

1/4	SEC.	T.	R.
20	10N	3W	

Certificate of Survey Number

Signature of William John Wilson  
Surveyor

Signature of William John Wilson  
Surveyor

Signature of William John Wilson  
Surveyor

Signature of William John Wilson  
Surveyor

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Surveyor

Signature of William John Wilson  
Surveyor

Signature of William John Wilson  
Surveyor



Shopping Cart: 0 items [\$0.00] 🛒

**New Search** **Detail** **Payoff** **Help****Property Tax ID:** 20351**Status:** Current**Type:** RE**Owner:** HOMETOWN SOLUTIONS INC**History:**

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<a href="#">2024</a>	<a href="#">16803</a>	11/17/2024	\$1,788.94	12/20/2024	\$894.48 \$0.00	
<a href="#">2023</a>	19803	10/24/2023	\$1,759.04	11/28/2023 5/30/2024	\$879.53 \$879.51	
<a href="#">2023</a>	52311	04/15/2024	\$30.75	5/30/2024	\$0.00 \$30.75	
<a href="#">2022</a>	19431	10/24/2022	\$1,620.05	11/23/2022 5/30/2023	\$810.03 \$810.02	
<a href="#">2021</a>	20161	10/23/2021	\$2,568.40	11/12/2021 5/24/2022	\$1,284.21 \$1,284.19	
<a href="#">2020</a>	21055	10/21/2020	\$2,413.22	11/23/2020 5/26/2021	\$1,206.62 \$1,206.60	
<a href="#">2019</a>	20879	10/25/2019	\$2,416.25	11/26/2019 5/29/2020	\$1,208.14 \$1,208.11	
<a href="#">2018</a>	19376	10/24/2018	\$2,265.44	11/30/2018 6/3/2019	\$1,132.74 \$1,132.70	
<a href="#">2017</a>	16408	10/30/2017	\$2,138.26	11/21/2017 5/29/2018	\$1,069.15 \$1,069.11	
<a href="#">2016</a>	15226	11/03/2016	\$2,118.51	11/23/2016 5/25/2017	\$1,059.27 \$1,059.24	
<a href="#">2015</a>	14217	10/22/2015	\$2,092.77	11/23/2015 5/20/2016	\$1,046.40 \$1,046.37	
<a href="#">2014</a>	14181	10/22/2014	\$1,680.85	12/1/2014 5/27/2015	\$840.43 \$840.42	
<a href="#">2013</a>	16163	10/23/2013	\$1,650.30	11/26/2013 5/29/2014	\$825.18 \$825.12	
<a href="#">2012</a>	17873	10/22/2012	\$1,602.61	11/30/2012 7/10/2013	\$801.32 \$827.20	
<a href="#">2011</a>	15240	10/20/2011	\$1,586.74	11/23/2011 1/12/2012	\$793.39 \$793.35	
<a href="#">2010</a>	19891	10/28/2010	\$1,583.58	12/13/2010 5/25/2011	\$791.81 \$791.77	
<a href="#">2009</a>	15311	11/02/2009	\$818.01	12/2/2009	\$818.01 \$0.00	

<a href="#">2009</a>	5908	04/01/2010	\$704.58	5/27/2010	\$0.00
					\$704.58
<a href="#">2008</a>	26635	10/24/2008	\$1,488.29	11/28/2008	\$744.16
				5/29/2009	\$744.13
<a href="#">2007</a>	3010867	10/25/2007	\$1,322.41	11/28/2007	\$661.23
				5/29/2008	\$661.18

**\*\* Paid Amount may include penalty & interest**

**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/24/2025 03:00 PM.

Send Payments to:  
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316 North Park Ave; Room #113  
Helena, Montana 59623  
  
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**New Search** **Detail** **Payoff** **Help****Property Tax ID:** 20351**Status:** Current**Type:** RE**Owner:** HOMETOWN SOLUTIONS INC**History:**

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
<a href="#">2024</a>	<a href="#">16803</a>	11/17/2024	\$1,788.94	12/20/2024	\$894.48 \$0.00	
<a href="#">2023</a>	19803	10/24/2023	\$1,759.04	11/28/2023 5/30/2024	\$879.53 \$879.51	
<a href="#">2023</a>	52311	04/15/2024	\$30.75	5/30/2024	\$0.00 \$30.75	
<a href="#">2022</a>	19431	10/24/2022	\$1,620.05	11/23/2022 5/30/2023	\$810.03 \$810.02	
<a href="#">2021</a>	20161	10/23/2021	\$2,568.40	11/12/2021 5/24/2022	\$1,284.21 \$1,284.19	
<a href="#">2020</a>	21055	10/21/2020	\$2,413.22	11/23/2020 5/26/2021	\$1,206.62 \$1,206.60	
<a href="#">2019</a>	20879	10/25/2019	\$2,416.25	11/26/2019 5/29/2020	\$1,208.14 \$1,208.11	
<a href="#">2018</a>	19376	10/24/2018	\$2,265.44	11/30/2018 6/3/2019	\$1,132.74 \$1,132.70	
<a href="#">2017</a>	16408	10/30/2017	\$2,138.26	11/21/2017 5/29/2018	\$1,069.15 \$1,069.11	
<a href="#">2016</a>	15226	11/03/2016	\$2,118.51	11/23/2016 5/25/2017	\$1,059.27 \$1,059.24	
<a href="#">2015</a>	14217	10/22/2015	\$2,092.77	11/23/2015 5/20/2016	\$1,046.40 \$1,046.37	
<a href="#">2014</a>	14181	10/22/2014	\$1,680.85	12/1/2014 5/27/2015	\$840.43 \$840.42	
<a href="#">2013</a>	16163	10/23/2013	\$1,650.30	11/26/2013 5/29/2014	\$825.18 \$825.12	
<a href="#">2012</a>	17873	10/22/2012	\$1,602.61	11/30/2012 7/10/2013	\$801.32 \$827.20	
<a href="#">2011</a>	15240	10/20/2011	\$1,586.74	11/23/2011 1/12/2012	\$793.39 \$793.35	
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<a href="#">2009</a>	15311	11/02/2009	\$818.01	12/2/2009	\$818.01 \$0.00	

<a href="#">2009</a>	5908	04/01/2010	\$704.58	5/27/2010	\$0.00
					\$704.58
<a href="#">2008</a>	26635	10/24/2008	\$1,488.29	11/28/2008	\$744.16
				5/29/2009	\$744.13
<a href="#">2007</a>	3010867	10/25/2007	\$1,322.41	11/28/2007	\$661.23
				5/29/2008	\$661.18

**\*\* Paid Amount may include penalty & interest**

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**Tax Year:** 2024    **Property Tax ID:** 20351**Status:** Current**Type:** RE**Owner:** HOMETOWN SOLUTIONS INC**2024 Tax Breakdown:**

Stat#	Kind	Description	1st Half	2nd Half
16803	HLNA	Helena	\$135.38	\$135.38
16803	LCCY	L & C Co.	\$152.39	\$152.39
16803	SCHL	CO Schools	\$19.48	\$19.48
16803	SCHM	CoSchlStat	\$48.87	\$48.87
16803	SD	SD	\$216.85	\$216.85
16803	SPECIAL: 0001	STREET MAINT #1	\$103.08	\$103.08
16803	SPECIAL: 0003	SOLID WASTE	\$109.05	\$109.05
16803	SPECIAL: 0008	STORM WATER UTL	\$23.08	\$23.08
16803	SPECIAL: 0016	LANDFILL MONITORING	\$3.62	\$3.61
16803	SPECIAL: 0061	URBAN FOREST MGMT	\$19.50	\$19.50
16803	SPECIAL: 0070	OPEN SPACE MAINT	\$10.00	\$10.00
16803	SPECIAL: 2121	FORESTVALE CEM	\$2.45	\$2.45
16803	SPECIAL: 2518	OPEN-SPACE LANDS	\$4.13	\$4.12
16803	SPECIAL: 8000	WATER QUALITY INSIDE CITY	\$4.40	\$4.40
16803	STAT	ST of MT	\$42.20	\$42.20

1st Half Total: \$894.48

2nd Half Total: \$894.46

**Total Tax: \$1,788.94****Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 03/24/2025 03:00 PM.

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

Phone: 406-447-8459  
Fax: 406-447-8460  
Email: [malvarez@helenamt.gov](mailto:malvarez@helenamt.gov)

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

**TO WHOM IT MAY CONCERN:** A land use change is being proposed in your area. Please review the enclosed description, and vicinity map. You may respond to the proposal at the public hearing or submit written comments prior to the May 13, 2025, Zoning Commission public hearing to the City Planning Division, 316 North Park, Helena MT 59623.

**The Helena Zoning Commission will hold a hearing on Tuesday, May 13, 2025 at 6:00pm** in the Commission Chambers, Rm 330, 316 N Park Ave, and via ZOOM at:

<https://us06web.zoom.us/j/84192420079>

Meeting ID: 841 9242 0079

Dial in at 1(346)248-7799 or visit <https://us06web.zoom.us/j/84192420079> to find your local number.

**The application materials can be found on the City of Helena website at:**

<https://www.helenamt.gov/Departments/Community-Development/Planning/Current-Projects>

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

**PROPOSAL:**

To make a recommendation on a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as:

Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

**ADDRESS:**

1639 Aspen St, Helena, MT 59602

Geocode: 05188820320210000

If you have questions concerning the proposed change, please contact Michael Alvarez, Planner II, with the City Planning Division of the Community Development Department at 447-8459 or by email at [malvarez@helenamt.gov](mailto:malvarez@helenamt.gov).

Sincerely,

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



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

: Phone: 406-447-8459  
: Fax: 406-447-8460  
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**[helenamt.gov](http://helenamt.gov)**

**TO WHOM IT MAY CONCERN:** A land use change is being proposed in your area. Please review the enclosed description, and vicinity map. You may respond to the proposal at the public hearing or submit written comments prior to the July 21, 2025, City Commission public hearing to the City Planning Division, 316 North Park, Helena MT 59623.

**The Helena City Commission will hold a hearing on Monday, July 21, 2025 at 6pm in the Commission Chambers, Rm 330, 316 N Park Ave, and via ZOOM at:**

<https://zoom.helenamt.gov/c/27779357/july721regular>

**The application materials can be found on the City of Helena website at:**

<https://www.helenamt.gov/Departments/Community-Development/Planning/Current-Projects>

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

**PROPOSAL:**

To consider final passage of a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

**ADDRESS: 1639 Aspen St, Helena, MT 59602**

Geocode: 05188820320210000

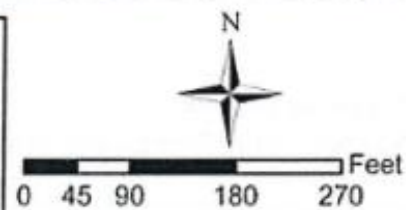
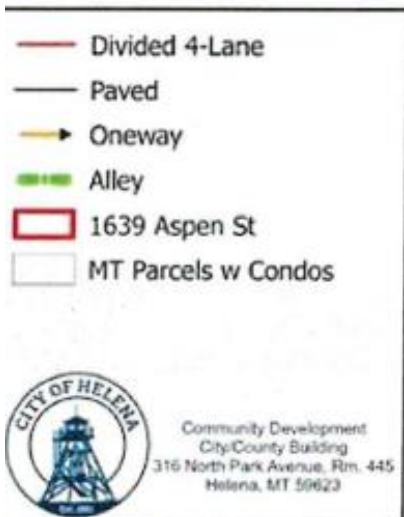
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Sincerely,

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

# 1639 Aspen St

# Zoning Map



Legal Description: FLOWER  
 GARDEN ADDN, S20, T10 N,  
 R03 W, BLOCK 16, Lot 12R



## **NOTICE OF PUBLIC HEARING**

The Helena City Commission will hold a public hearing on **Monday, July 21, 2025, at 6pm in person in the Commission Chambers, Rm. 330, 316 N Park Ave, and via the ZOOM platform.** The meeting will serve to consider the following proposal:

- **To consider final passage of a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as:**

**Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.**

**Address: 1639 Aspen St, Helena, MT 59602**

**Geocode: 05188820320210000**

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

<https://zoom.helenamt.gov/c/36053471/publicmeetings>

For further information on this proposal, please contact the Community Development Department located in the City-County Building, 316 N. Park Avenue, Room 445, Helena, MT 59623 or by calling (406) 447-8490.

Dannai Clayborn  
City Clerk

Persons with disabilities requiring accommodations to participate in the City's meetings, services, programs, or activities should contact the City's ADA Coordinator, Ellie Ray, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following: Phone: (406) 447- 8490; TTY Relay Service 1-800-253-4091 or 711; Email: [Citycommunitydevelopment@helenamt.gov](mailto:Citycommunitydevelopment@helenamt.gov); Mailing Address & Physical Location: 316 North Park, Avenue, Room 445, Helena, MT 59623.

June 21, 2025 COL-MT-201285 **MNAXLP**

## NOTICE OF PUBLIC HEARING

The Helena City Commission will hold a public hearing on Monday, July 21, 2025, at 6pm in person in the Commission Chambers, Rm. 330, 316 N Park Ave, and via the ZOOM platform. The meeting will serve to consider the following proposal:

To consider final passage of a Zone Change from R-3 (residential) to B-2 (general commercial) zoning district, and amending the official zoning map for the City of Helena, for a property legally described as:

Lot 12R, Block 16 of the Flower Garden Addition, Section 20, Township 10 North, Range 3 West, in the City of Helena, Lewis and Clark County, Montana.

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July 5, 2025 COL-MT-201313 **MNAXLP**