



City of Helena

CITY OF HELENA
City Commission Meeting
October 6, 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. Public Meeting Rules of Procedure
2. **Pledge of Allegiance**
3. **Minutes**
 - A. 9-17-25 Admin Meeting
 - B. 9-22-25 Commission Meeting
4. **Communication/Proposals from Commissioners**
5. **Report of the City Attorney**
6. **Report of the City Manager**
7. **Communications from the Helena Citizens Council**
8. **Regular Items**
 - A. Consider Helena Area Community Foundation Community Aid Grant Agreement
 - B. Consider Right of Way Dedication of Myrna Loy Avenue and Helen P Clarke Street
9. **Public Communications**
10. **Adjournment**

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

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

The City of Helena is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The City will not exclude persons with disabilities from participation at its meetings or otherwise deny them the City's services, programs, or activities.

Persons with disabilities requiring accommodations to participate in the City's meetings, services, programs, or activities should contact the City's ADA Coordinator, 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

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 Commission Administrative Meeting
September 17, 2025 – 4:00 PM**

**Zoom Link: <https://zoom.helenamt.gov/j/36053471/publicmeetings>
City County Building, 316 N. Park Ave., Room 326**

Time & Place

A City Commission Administrative meeting was held Wednesday, September 17, 2025 at 4:00 p.m. physically in the City County Building, Room 326, and via Zoom Hub Link: <https://zoom.helenamt.gov/j/36053471/publicmeetings>

Call to Work Session, Introductions

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

In Person

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

Via Zoom

None

Board & Committee Update

A. Board Appointment Review

(00:00:32) Mayor Collins presented Item A.

Communications from the Helena Citizens Council

(00:01:05) HCC Representative Andrew provided discussed HCC members' attendance at the Community Development Land Use Planning Open House.

Report of the City Manager

(00:02:07) City Manager Burton had nothing to report.

Commission Comments, Questions

(00:02:14) There were no comments or questions from Commissioners.



Department Reports

A. Information on a proposed ordinance granting a franchise to Montana Internet Corporation (MIC), and allowing the construction, operation, regulation, and control of a telecommunications system within the City of Helena, Montana

(00:02:32) Transportation Systems Director Knoepke presented Item A.

(00:02:54) Commissioner Dean asked Director Knoepke about the current number of franchise agreements.

Public Comment

(00:03:36) George McCauley provided public comment, advocating for ADA compliance issues.

Commission Discussion and Direction to the City Manager

Adjournment

(00:07:13) There being no further business before the Commission, the meeting adjourned at 4:09pm.



City of Helena
City Commission Meeting
September 22, 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, September 22, 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

(00:04:00) The following responded present, either via zoom or in person:

In Person

Assistant City Attorney Petesch
City Manager Burton
Commissioner Dean
Commissioner Shirtliff
Commissioner Logan
Commissioner Reed
Mayor Collins

Via Zoom

None

Pledge of Allegiance

(00:04:30) Mayor Collins asked attendees to please stand and join in the Pledge of Allegiance.

Minutes

- A.** 9-3-25 Admin Meeting
- B.** 9-4-25 Strategic Plan Update Meeting
- C.** 9-8-25 Commission Meeting

(00:05:03) **There being no comments or questions from the Commission, Mayor Collins accepted Minutes A, B, and C.**

Board & Committee Update

- A.** Board Appointments



(00:05:13) Mayor Collins presented Item A.

(00:05:56) **Commissioner Shirliff made a motion to approve Board Appointments. Commissioner Logan seconded the motion.**

(00:06:20) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

Consent Agenda

A. Release of Easement for Relocated Utilities and Access for Skyway Regional Shopping Center

B. Donation of K-9 "Brutus" to Corporal Jacob Scavone

(00:07:04) **Commissioner Logan made a motion to approve Consent Agenda Items A and B. Commissioner Dean seconded the motion.**

(00:07:17) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

Bid Award

A. Bid Award for 2019 Cured in Place Pipe (C.I.P.P.) Sewer Main Rehabilitation Project #19-35

(00:07:51) City Engineer Clark presented Item A.

(00:08:58) Commissioner Dean asked Engineer Clark about interruptions to residents and commercial businesses and the notification process.



(00:10:00) Commissioner Dean made a motion to award the 2019 C.I.P.P. Sewer Main Rehabilitations Project #24-04 to the lowest responsible bidder Vortex Inc. in the amount of \$964,990.00. Commissioner Shirliff seconded the motion.

(00:10:19) Commissioner Dean asked Assistant Attorney Petesch about motion language discrepancies.

(00:11:46) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

Communications/Proposals from Commissioners

(00:12:06) There were no communications or proposals from Commissioners.

Report of the City Manager

(00:12:14) City Manager Burton had nothing to report.

Report of the City Attorney

(00:00:00) This item was not entertained.

Communications from the Helena Citizens Council

(00:12:44) HCC Chair Kuiper discussed recent and upcoming agenda items.

Regular Items

A. Consider approving the first passage of an ordinance granting a franchise to Montana Internet Corporation (MIC), and allowing the construction, operation, regulation, and control of a telecommunications system within the City of Helena, Montana, and set a public hearing for October 20, 2025

(00:13:40) Assistant Attorney Petesch presented Item A.

(00:15:13) Commissioner Logan made a motion to approve the first passage of an ordinance granting a franchise to Montana Internet Corporation (MIC), and allowing the construction, operation, regulation, and control of a telecommunications system within the City of Helena, Montana, and set a public hearing for October 20, 2025. Commissioner Shirliff seconded the motion.

(00:15:37) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

B. Consideration of an amendment to Resolution No. 20970, adding additional representation to the Helena Urban Renewal Tax Increment Financing Advisory Board

(00:16:05) Community Development Director Brink presented Item B.

(00:18:10) Commissioner Dean discussed inviting a County Government Representative that is interested in continuing their service on the board for multiple years.

(00:19:43) Commissioner Reed asked Director Brink and Clerk Clayborn about the timeline for full voting capacity of the board.

(00:21:35) Commissioner Dean made a motion to amend resolution # 20970 to include a representative of the Helena School District and a representative of the Lewis and Clark County Government as voting members of the City of Helena Urban Renewal Tax Increment Financing Advisory Board. Commissioner Shirliff seconded the motion.

(00:21:56) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**



The motion carried 5:0.

- C. Consider a Resolution of Intention to set rates for all customers of the City of Helena wastewater system
- D. Consider a Resolution of Intention to set rates for all customers of the City of Helena water system

(00:22:22) Public Works Director Leland presented Items C and D.

(00:24:18) **Commissioner Logan made a motion to approve a Resolution of Intention to set residential and commercial wastewater base and usage rates and set a public hearing for October 20, 2025. Commissioner Dean seconded the motion.**

(00:24:36) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

(00:24:57) **Commissioner Shirliff made a motion to approve a Resolution of Intention to set residential and commercial water base and usage rates and set a public hearing for October 20, 2025. Commissioner Dean seconded the motion.**

(00:25:19) Mayor Collins called for a vote.

Commissioner Shirliff voted: **Aye**

Commissioner Logan voted: **Aye**

Commissioner Reed voted: **Aye**

Commissioner Dean voted: **Aye**

Mayor Collins voted: **Aye**

The motion carried 5:0.

- E. Consider a Resolution of Intention to increase charges for all customers of the City of Helena Wastewater system
- F. Consider a Resolution of Intention for services charges or equipment purchases for all customers of the City of Helena water system

- (00:25:47) Director Leland presented Items E and F.
- (00:27:00) Commissioner Dean asked Director Leland about how the new meters and water bills are impacted.
- (00:28:30) **Commissioner Reed made a motion to approve a Resolution of Intention to increase charges for all customers of the Helena wastewater system and set a public hearing for October 20, 2025. Commissioner Logan seconded the motion.**
- (00:28:44) Mayor Collins called for a vote.
Commissioner Shirliff voted: **Aye**
Commissioner Logan voted: **Aye**
Commissioner Reed voted: **Aye**
Commissioner Dean voted: **Aye**
Mayor Collins voted: **Aye**
The motion carried 5:0.
- (00:29:34) **Commissioner Reed made a motion to approve a Resolution of Intention to set charges for services or equipment purchases and set a public hearing for October 20, 2025. 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: **Aye**
Commissioner Dean voted: **Aye**
Mayor Collins voted: **Aye**
The motion carried 5:0.

Public Communications

- (00:30:25) Ashley Fischer provided public comment, expressing opposition for immigration enforcement and student homelessness.

Adjournment

- (00:33:48) There being no further business before the Commission, the meeting adjourned at 6:34pm.



MAYOR

ATTEST:

CLERK OF THE CITY COMMISSION

City of Helena, Montana

08/26/2025

To: Mayor Collins and the City of Helena Commission

From: Tim Burton, City Manager
Amanda Opitz, Public Information Officer

Subject: Consider Helena Area Community Foundation Community Aid Grant Agreement.

Present Situation: On Aug. 7, 2023, the Helena City Commission allocated \$100,000 as a contingency for the "purpose of funding homeless solutions" via Resolution 20852.

At the Aug. 13, 2025 City of Helena Commission administrative meeting, the Helena Area Community Foundation presented a proposal for use of these funds to support a phased, cohort-based program to strengthen the effectiveness, collaboration, and sustainability of housing nonprofits in our community.

Background Information: In 2023, the City convened community nonprofits for a series of meetings to discuss options for providing emergency housing in Helena. These conversations led to the development of the Ruth's Place project, brought by Good Samaritan Ministries. However, after the sale of the property initially identified for the project, Good Samaritan was unable to carry the project forward.

In 2024, the City convened housing partners once again to discuss possible next steps. Partners shared challenges that nonprofits working in this sector encounter, particularly around staff capacity and funding. At the time, U.S. Dept. of Housing and Urban Development staff offered to provide some technical assistance to help the community bridge gaps, grow capacity and unify around a shared vision or project. In the wake of changes in federal priorities and a reduction in staffing, this option too, is no longer viable.

Helena Area Community Foundation has developed a program to assist housing organizations grow capacity and create a shared vision for addressing emergency shelter needs in Helena.

Proposal/Objective: Consider approval of a grant agreement with Helena Area Community Foundation to allow the City to distribute approved grant funds.

Advantage: The proposal indicates the following anticipated outcomes:

- Reduced isolation and dismantling of silos among housing nonprofits
- Increased organizational capacity and fundraising readiness
- Stronger relationships and shared language among service providers
- Creation of customized case-for-support and grant preparation tools
- Submission of a collaborative proposal that addresses emergency shelter solutions
- A scalable model for systems-level nonprofit collaboration applicable to other sectors

Notable Energy Impact: N/A

Disadvantage: N/A

Quasi-Judicial Item: False

Notice of Public Hearing: False

Staff Recommendation/Recommended Motion: Move to approve a grant agreement with the Helena Area Community Foundation.

AGREEMENT COVERSHEET

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

Agreement Type: **Misc. / Other**

Department: **City Manager**

Division: **N/A**

Creator: **Amanda Opitz**

Date Created: **9/24/2025**

Contractor / Service Provider: **Helena Area Community Fdn**

Agreement Amount / Value: **\$100,000**

Budget Funding Source: **Enterprise Fund**

Finance Project Number:

Agreement Number:

Purpose / Additional Notes: **Grant agreement for Helena Area Community**

Foundation to convene a cohort of housing-focused nonprofits for capacity-building training and proposal development for emergency sheltering

City Attorney Received
RECEIVED

SEP 24 2025

CITY ATTORNEY'S OFFICE

City Manager Received

City Clerk Received

Department Approval:

Attorney Review:

MP

Please return digital executed agreement to: **Amanda Opitz**

CITY OF HELENA GRANT AGREEMENT

THIS AGREEMENT is made and entered into 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 referred to as “City,” and **HELENA AREA COMMUNITY FOUNDATION**, P.O. Box 92, Helena, MT 59624, hereinafter referred to as “Grantee,” collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Background

- a. The United States Congress passed the American Rescue Plan Act of 2021 (ARPA) allocating funds for states, municipalities, counties, tribes, and territories.
- b. The City received Local Fiscal Recovery Funds as part of the American Rescue Plan Fiscal Recovery Funds Program.
- c. On April 1, 2022, the United States Department of the Treasury issued its final rule governing spending guidelines for the American Rescue Plan Fiscal Recovery Funds Program that increased flexibility to create the most impact for communities.
- d. In April 2022, the City fulfilled its first annual compliance reporting responsibilities for State and Local Recovery Funds and declared \$8,486,620.43 of grant funds received as revenue loss for the provision of general government services in accordance with the United States Treasury Final rule guidelines which created General Fund savings. These General Fund savings are not ARPA funds and are not subject to ARPA reporting requirements.
- e. The Helena City Commission (the “City Commission”) passed Resolution 20852 which allocated General Fund savings. The City Commission has come to a consensus to distribute a portion of the General Fund savings for community-based projects to Grantees whose grant applications have been approved by the City Commission.
- f. The City Commission, at its sole discretion, approves the distribution of the General Fund savings to Grantees.

2. **Purpose:** The purpose of this Agreement is for the City to distribute a portion of the General Fund savings to the Grantee in the form of a grant pursuant to this Agreement.
3. **Effective Date and Term:** This Agreement is effective upon execution by both Parties.
4. **Award of Grant Funds:** The City hereby grants to the Grantee a sum of One Hundred Thousand Dollars (\$100,000.00) ("Grant Funds") to be used only in accordance with the terms of this Agreement. Grant funds will be paid within thirty (30) days after a quote for services or invoice has been submitted, with supporting documentation, by the Grantee and approved by the City Finance Director.

Grantee must submit a valid W9 form to the City Finance Director before the Grant Funds will be released to the Grantee.

5. **Spend by Date:** All Grant Funds must be spent by December 31, 2026. Unless the City grants an extension, any Grant Funds not spent by the specified date will revert to the City.

Authorized Use of Grant Funds: Grant Funds may be used only for activities identified in the Proposal/Scope of Work attachment in the Grantee's Grant Application and/or the Detailed Scope of Work document ("Grant Documents"), attached hereto as **Exhibit A** and hereby incorporated into this Agreement by reference, and as approved by the City Manager.

The Grantee is expressly prohibited from using the Grant Funds for any other purpose. No portion of the Grant Funds may be used for ongoing personnel costs. In addition, no portion of the Grant Funds may be used for illegal purposes or for purposes in violation of any laws. If the amount of the Grant Funds is in excess of the amount needed for the activities identified in the Grant Documents, Grantee shall refund the excess amount to the City within thirty (30) days of discovering the excess amount.

Modifications to the authorized use of the Grant Funds must be submitted in writing and approved by the City Manager.

6. **Reporting Requirements:** During the term of this Agreement, the Grantee shall submit the following reports to the City:
 - a. **Progress Reports:** Unless otherwise specified by the City Commission, the Grantee shall submit quarterly Progress Reports to the City Finance Director. The Grantee shall include the following information in the Progress Reports:
 - i. a description of how the Grant Funds have been spent and/or obligated;

- ii. a description of how the use and/or obligation of the Grant Funds supports or accomplishes the activities identified in the Grant Documents;
- iii. a description of the progress of the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and how those issues will be remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that have not been used and/or obligated and how the Grantee anticipates using and/or obligating them; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

Supporting documentation, as used in this Agreement, includes, but is not limited to, financial reports, receipts, contracts, estimates, change orders, and other documents that show that the Grant Funds were spent on authorized activities.

If the Grantee does not submit a Progress Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting a Progress Report and the City may grant the extension at its sole discretion.

- b. **Completion Report:** At the completion of the project or exhaustion of the Grant Funds, the Grantee shall submit a final Completion Report by the next scheduled reporting date for approval by the City Finance Director. The Grantee shall include the following information in the Completion Report:

- i. the final completion date or date the Grant Funds were exhausted;
- ii. a description of how the Grant Funds have been used and/or obligated;
- iii. a description of how the use and/or obligation of the Grant Funds supported or accomplished the activities identified in the Grant Documents;
- iv. a description of any issues related to the use and/or obligation of the Grant Funds and whether those issues were remedied;
- v. the amount of Grant Funds used and/or obligated;
- vi. the amount of Grant Funds that were not used and/or obligated; and
- vii. supporting documentation for each use and/or obligation of Grant Funds.

If the Grantee does not submit the Completion Report by the deadline, the City may, at its sole discretion, recover the Grant Funds from the Grantee. The Grantee may request an extension for submitting the Completion Report and the City may grant the extension at its sole discretion.

7. **Performance Monitoring:** The City or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine whether Grantee is complying with the terms of this Agreement. It is understood that City or any of its authorized agents, at the City's discretion, may perform periodic fiscal and project monitoring reviews at a reasonable time on dates to be arranged. These reviews are separate and distinct from the reporting requirements listed in the "Reporting Requirements" section of this Agreement. It is also understood that review by other officials may be required on dates to be arranged. As part of the monitoring activities listed in this section, the Grantee agrees to allow the City, its authorized agents, and other officials access, at a reasonable time to be arranged, to the Grantee's premises, project site, business records, and any other location or document that may be relevant to performance under this Agreement.
8. **Recovery of Grant Funds:** If the City, at its sole discretion, determines that the Grantee is not complying with the terms of this Agreement, the City may suspend or terminate this Agreement and recover the Grant Funds. The City may also recover the Grants Funds if the City determines, at its sole discretion, that the Grantee cannot use the Grant Funds on the activities identified in the Grant Documents.

If Grantee doesn't use or is unable to use the Grant funds for the activities identified in the Grant Documents, the Grantee shall promptly refund the Grant Funds to the City as soon as the Grantee is aware of non-use or inability to use the Grant Funds.

The City may seek all remedies at law to recover the Grant Funds. This includes, but is not limited to, filing a breach of contract claim against the Grantee.

9. **Maintenance of Records Required:** Grantee must maintain accurate records supporting all expenditures of grant funding, including but not limited to, receipts for all goods and services. The City may require that Grantee undergo an audit, at the Grantee's expense, of any such records as a condition of this grant. Grantee may be required to refund to the City any Grant Funds expended for which there is not adequate supporting documentation.
10. **Accountability:** The Grantee agrees to allow the City, its auditors, and other persons authorized by the City to inspect and copy the books and records of Grantee for the purpose of verifying that the Grant Funds were used in compliance with this Agreement and the law.
11. **Fund Availability:** This grant award is conditional upon availability of City funds and may be reduced at any time due to budget reductions.
12. **No Guarantee of Future Funding:** This award does not commit the City to future funding.

13. **Independent Contractor Status:** The parties agree that Grantee is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Grantee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Grantee is not authorized to represent the City or otherwise bind the City in any dealings between Grantee and any third parties.
14. **Hold Harmless and Indemnification:** Grantee agrees, to the fullest extent permitted by law, to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Grantee or Grantee's agents, employees, officers, representative, assignees, or invitees, in connection with this Agreement.
15. **No Assignment, Transfer, Delegation, or Subcontracting:** Grantee may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.
16. **Compliance with Laws:** Grantee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated.
17. **Nondiscrimination:** Grantee agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of whether or not those activities or services are provided in connection with this Agreement. Grantee agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
18. **Website Privacy Policy:** If Grantee collects any data electronically as part of the activities permitted by the terms and conditions of this Grant, Grantee agrees to comply with and follow the City's Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.
19. **Records Access and Retention:** Grantee agrees, to the extent permitted by law, to provide

the City, or the City's authorized agent, access to any and all records required to be maintained by the conditions of this Agreement at the City's request. The City may terminate this Agreement without incurring liability and required repayment of any Grant Funds previously paid if the Grantee refuses to allow access to records as provided in this section. Grantee agrees to retain any records concerning this Agreement for **eight (8) years** after the last of Grant Funds have been paid. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

20. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement 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 City's liaison for purposes associated with this Agreement is:

Name: Sheila Danielson, Finance Director
Address: 316 N. Park Ave., Helena, MT 59623
Phone: 406-447-8390
E-Mail: sdanielson@helenamt.gov

The Grantee's liaison for purposes associated with this Agreement is:

Name: Emily Frazier, Executive Director
Address: P.O. Box 92, Helena, MT 59624
Phone: 406-441-4955
E-Mail: emilyf@helenaareacommunityfoundation.org

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

21. **Default and Termination:** The City may terminate this Agreement for failure of the Grantee to perform or comply with any of the services, duties, terms, or conditions contained in this Agreement after giving the Grantee written notice of the stated failure. The notice must specify the action required to correct the failure and a period of time, not less than thirty (30) days, within which to cure. If the demanded performance is not completed within the specified period, the City may terminate this Agreement and require repayment of any Grant Funds received.

22. **Attorney Fees:** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, then the

prevailing party shall be entitled to reasonable attorney fees and costs, including the salary and costs associated with the City Attorney's services.

23. **Termination for City's Convenience:** City may terminate this Agreement at any time if this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable.
24. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
25. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
26. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
27. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

Exhibit A ☐ Proposal/Scope of Work attachment in the Grantee's Grant Application
 ☒ Detailed Scope of Work document

28. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
29. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a 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.
30. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.

31. **Severability:** If any term or provision of this Agreement 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 Agreement did not contain the particular term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF HELENA MONTANA

Signed: _____ Dated: _____
By: Tim Burton, City Manager

FOR THE GRANTEE

Signed: Emily Frazier Dated: 09/24/2025
By: Emily Frazier, Executive Director

APPROVED AS TO FORM:

Signed: Matthew Petesch Dated: 9/26/25
By: Rebecca Dockter, City Attorney
Matthew Petesch, Asst. City Attorney

SCOPE OF WORK – EXHIBIT A

Scope of Work: Grantee plans to convene a cohort of housing-focused nonprofits to strengthen collective capacity and foster alignment in addressing homelessness in the Helena community. This initiative will enable the Grantee to achieve the following outcomes, as stated in Grantee's proposal:

1. Assessment and Cohort Building:
 - a. Grantee will conduct individualized organizational assessments with 10 or more nonprofits to identify strengths, gaps, and opportunities for growth. These assessments will guide the selection of 5–8 nonprofits for the initial cohort.
2. Nonprofit Capacity Building and Incentive Delivery:
 - a. Selected organizations—represented by both staff and board members—will participate in monthly, facilitated sessions focused on systems thinking, collaborative planning, storytelling, financial analysis, and case building.
 - b. Cohort members will receive support in developing fundraising strategies, organizational messaging, and customized case-for-support documents to prepare organizations to pursue larger grants and contracts.
 - c. Each participating organization will receive a sub-grant to support staff time, training, participation, and implementation. Funding will be received upon completion of the program.
3. Collaborative proposal for implementation for direct-service project, focused on emergency shelter.
4. Track and survey participants one-year out from the conclusion of the program to gauge longer term impact of the program; provide this report to the City Commission.

City of Helena, Montana

16 September 2025

To: Tim Burton, City Manager

From: *David Knoepke, Transportation Systems Director*
Mark Young, Transportation Engineer

Subject: Transportation Systems – Right of Way Dedication of Myrna Loy Avenue and Helen P Clarke Street

Present Situation: Mountain View Meadows continues to subdivide lots and dedicate rights of way (ROW) within the larger development footprint. This proposal will create ROW frontage around block 15 of the “Commercial 5” block that was subdivided and platted last year.

Background Information: The City has received a request from Stahly Engineering to approve an amended plat that would dedicate a new right of way tract to facilitate the next phases of the development.

Proposal/Objective: Dedication of the 60’ and 62’ wide rights of way in the Peaks Phase 1 of the Crossroads at Mountain View Meadows subdivision, Tract 1-A-1-A-1-B for Myrna Loy Avenue and Helen P Clarke Street respectively.

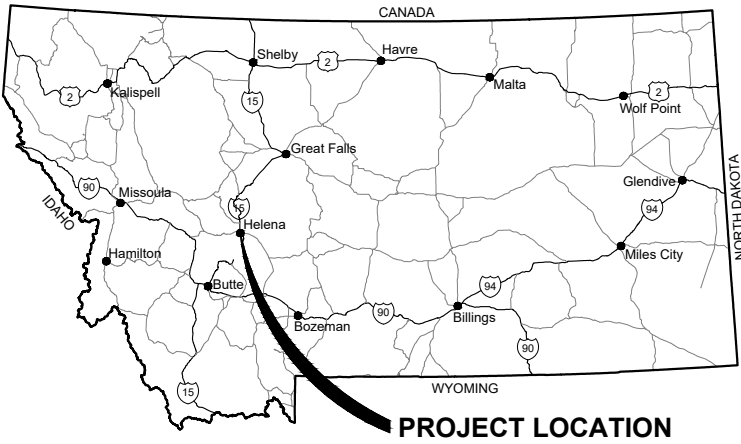
Advantage: The proposed ROW will provide more pedestrian, vehicle and utility access within the Mountain View Meadows subdivision.

Notable Energy Impact: N/A

Disadvantage: The City doesn’t see any disadvantages with this proposal.

Notice of Public Hearing: No public engagement was required for presentation of the amended plat before the City Commission meeting.

Staff Recommendation/Recommended Motion: Move to approve the dedication of Myrna Loy Avenue and Helen P Clarke Street or tract 1-A-1-A-1-B in the Peaks Phase 1 of the Crossroads at Mountain View Meadows subdivision, as public right of way in the City of Helena, Montana.



COMMERCIAL PHASE 5 AT MOUNTAIN VIEW MEADOWS CONSTRUCTION PLANS

SHEET INDEX

PROJECT: 2312-CMP5
DATE: 4.10.2024

SHEET 1	COVER SHEET
SHEET 2	ABBREVIATIONS & LEGEND
SHEET 3	CIVIL SPECIFICATIONS & NOTES
SHEET 4	TYPICAL SECTIONS
SHEET 5	OVERALL SITE PLAN
SHEET 6	EROSION CONTROL PLAN
STREET PLAN & PROFILE	
SHEET 7	WAR EAGLE STREET
SHEET 8	MYRNA LOY AVENUE
WATER PLAN & PROFILE	
SHEET 9	WAR EAGLE STREET
SHEET 10	MYRNA LOY AVENUE
SHEET 11	CATHODIC PROTECTION PLAN
SEWER PLAN & PROFILE	
SHEET 12	WAR EAGLE STREET
STORM PLAN & PROFILE	
SHEET 13	WAR EAGLE STREET
SHEET 14	WAR EAGLE STREET CROSSINGS
SHEET 15	MYRNA LOY AVENUE
SHEET 16-17	MYRNA LOY AVENUE CROSSINGS
SHEET 18	ALICE STREET
SHEET 19	SIGNING PLAN
STREET INTERSECTION DETAIL	
SHEET 20	WAR EAGLE & ALICE STREETS
SHEET 21	WAR EAGLE STREET & MYRNA LOY AVENUE
SHEET 22	MYRNA LOY AVENUE & ELOUISE COBELL STREET
DETAILS	
SHEET 23-24	DETAILS
SHEET 25-28	HELENA ENGINEERING STANDARD DETAILS

PLANS REVIEWED BY:

CITY OF HELENA - PUBLIC WORKS DIRECTOR

CITY OF HELENA CITY ENGINEER/PROJECT MANAGER



APPROVED BY:

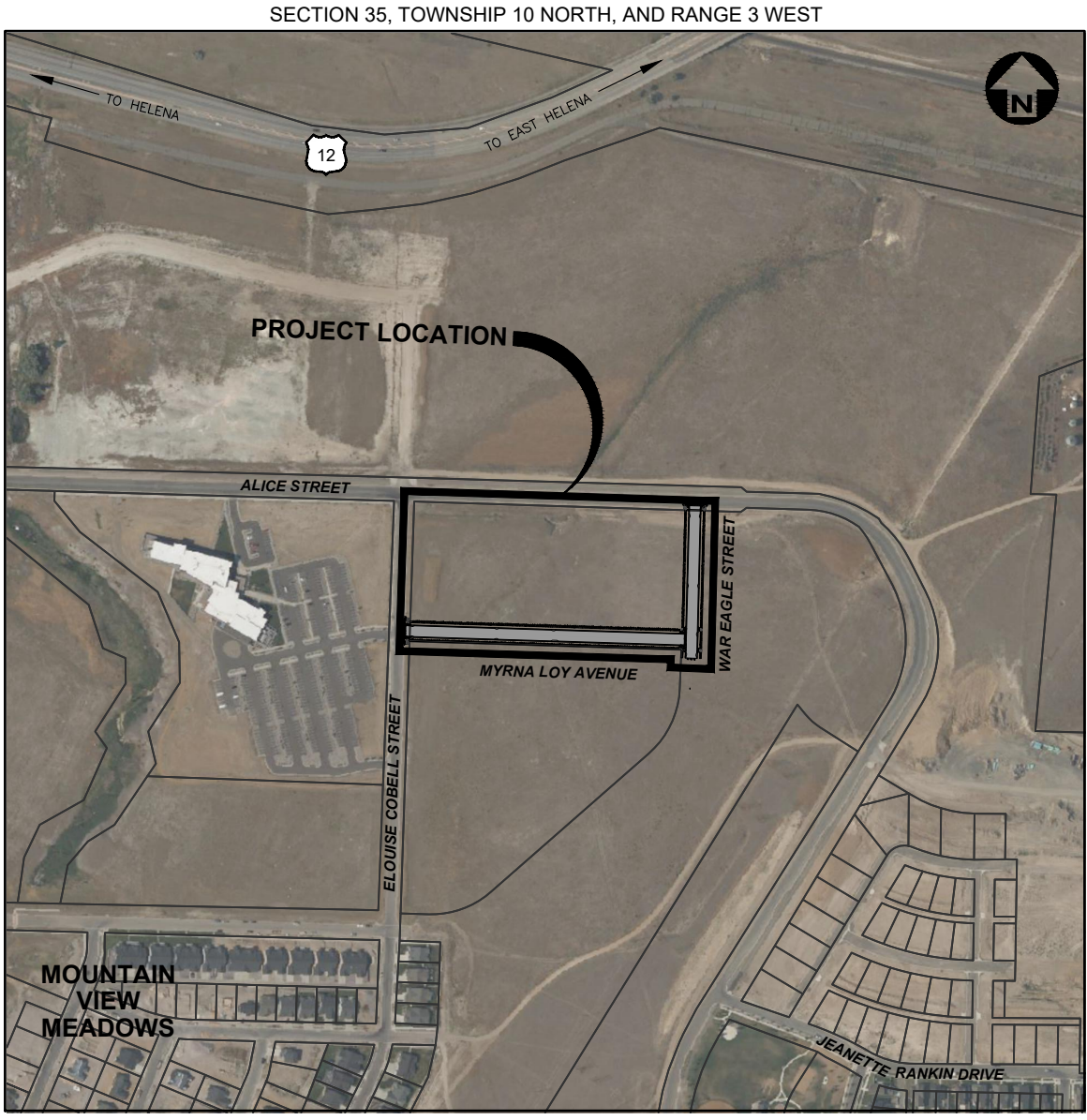
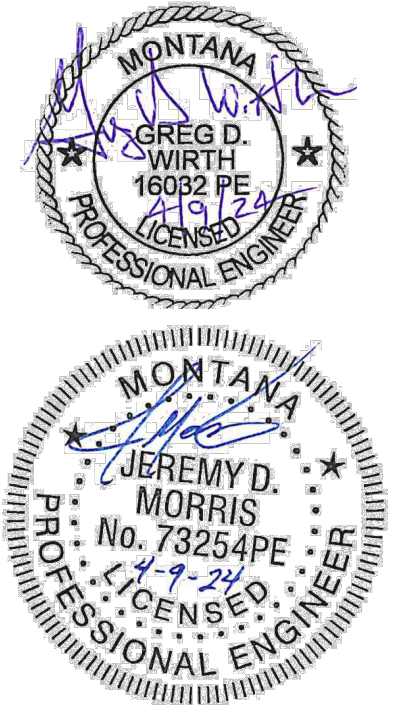
GREG WIRTH, P.E.
STAHLY ENGINEERING & ASSOCIATES

QA/QC BY:

JEREMY MORRIS, P.E.
STAHLY ENGINEERING & ASSOCIATES

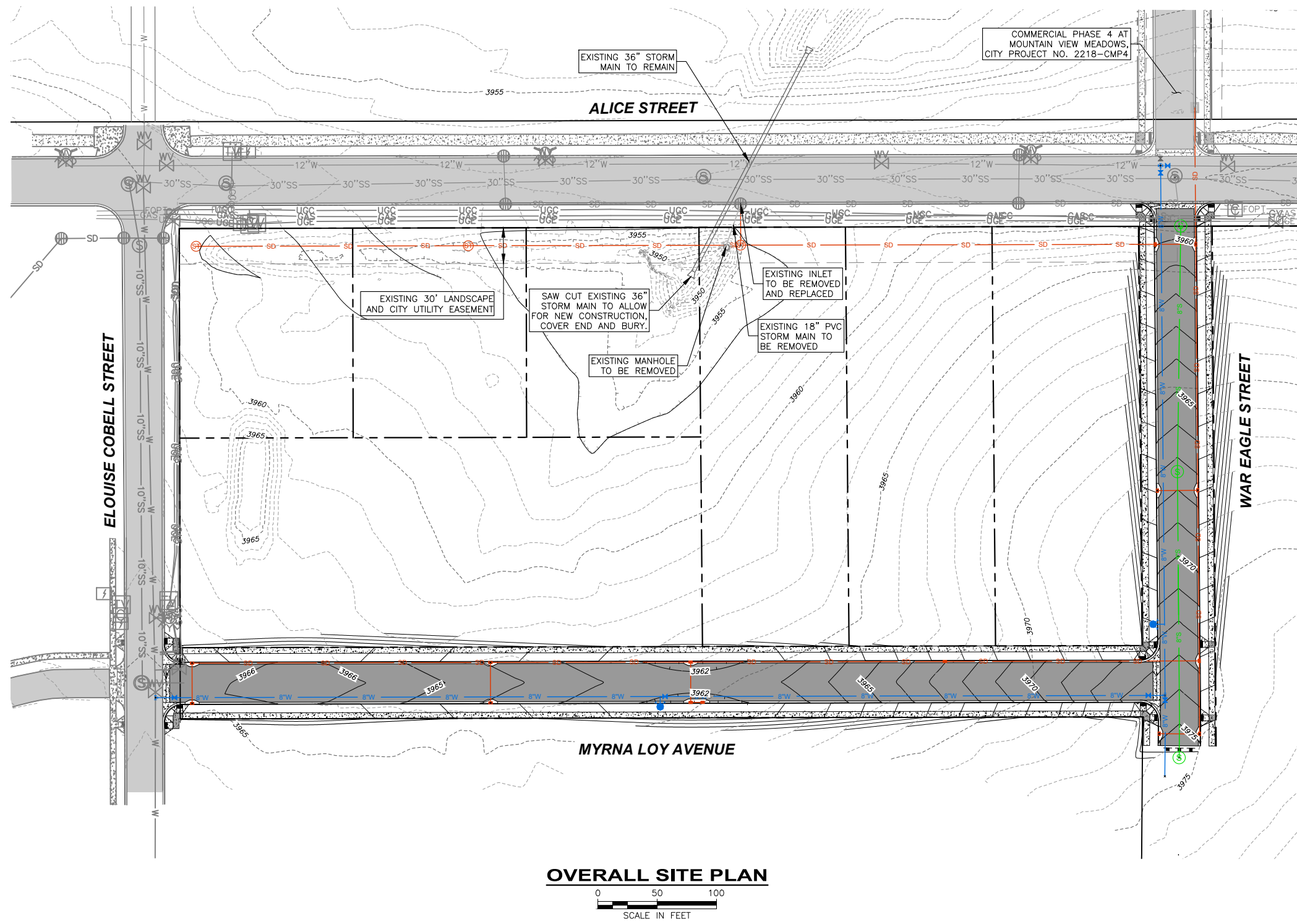
PLANS PREPARED BY:

JOSH FRENCH, E.I.
STAHLY ENGINEERING & ASSOCIATES



INSERT SCALE OR NOT TO SCALE

NO.	REVISION DESCRIPTION	BY	DATE	SET NO.
△				SHEET NO. 1
△				
△				
△				
△				
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COMMERCIAL - PHASE 5
MOUNTAIN VIEW MEADOWS
HELENA, MT
OVERALL SITE PLAN

**AIN VIEW ME
HELENA. MT**

HELENA, MT

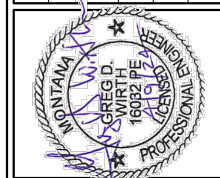
OVERALL SITE PLAN

SHEET NO.

5

OF 28

PROJECT: 2312.CMP5	NO.	REVISION DESCRIPTION	BY	DATE
DESIGNED: GDW	△			
DRAWN: JTF	△			
CHECKED: 1004-2	△			
APPROVED: ..	△			
DATE: 4.10.2024	△			



**COMMERCIAL - PHASE 5
MOUNTAIN VIEW MEADOWS
HELENA, MT**

OVERALL SITE PLAN

LA:\706-Mountain View Meadows\ 05723-Commercial\3\XXX-CHINA SURVEY\706-05723-Right of Way.dwg, 24/08 (UNSCDAP2), Plotted Jul 07, 2025 - 1:09pm

AMENDED PLAT

AMENDING TRACT 1-A-1-A-1 OF THE PLAT OF PEAKS PHASE 1 OF THE CROSSROADS AT MOUNTAIN VIEW MEADOWS SUBDIVISION,
DOCUMENT NO. 3424364, LOCATED WITHIN THE NORTH HALF OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M.M.
CITY OF HELENA, LEWIS AND CLARK COUNTY, MONTANA

PURPOSE OF SURVEY

TO CREATE AND DEDICATE A RIGHT-OF-WAY TRACT TO THE CITY OF HELENA, CONSISTING OF THE FOLLOWING PUBLIC RIGHTS-OF-WAY:

- HELEN P CLARKE STREET, A 62-FOOT-WIDE PUBLIC RIGHT-OF-WAY
- MYRNA LOY AVENUE, A 60-FOOT-WIDE PUBLIC RIGHT-OF-WAY

DATE OF SURVEY

JUNE, 2025

BASIS OF BEARING

HELENA LOW DISTORTION PROJECTION

OWNERS OF THE TRACT

MOUNTAIN VIEW MEADOWS, LLC

PERIMETER DESCRIPTION

TRACT 1-A-1-A-1 OF THE FINAL PLAT OF THE PEAKS PHASE 1 OF THE CROSSROADS AT MOUNTAIN VIEW MEADOWS SUBDIVISION, DOCUMENT NO. 3424364, RECORDS, LEWIS AND CLARK COUNTY, MONTANA.

CERTIFICATE OF PROFESSIONAL LAND SURVEYOR

I, RYLAN J. STAHLY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MONTANA, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN HEREON AND IT HAS BEEN PREPARED IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR CERTIFICATES OF SURVEY, FINAL SUBDIVISION PLATS AND MONUMENTATION.

I FURTHER CERTIFY THAT MONUMENTS THAT WILL BE DISTURBED BY THE INSTALLATION OF IMPROVEMENTS WILL BE SET AT A LATER DATE WITHIN 240 DAYS OF THE DATE ON WHICH THE SURVEY WAS FILED PURSUANT TO 24.183.1101(d)ARM.

DATED THIS ____ DAY OF _____, 20____.

RYLAN J. STAHLY, 75890LS
STAHLY ENGINEERING & ASSOCIATES

CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY HEREIN DESCRIBED, HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO CREATE A RIGHT-OF-WAY TRACT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 76-3-201(1)(h), MCA, WHICH STATES: "IS CREATED FOR RIGHTS-OF-WAY OR UTILITY SITES. A SUBSEQUENT CHANGE IN THE USE OF THE LAND TO A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL USE IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER."

CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY HEREIN DESCRIBED, DO HEREBY CERTIFY THAT TRACT 1-A-1-A-1-B (RIGHT-OF-WAY TRACT) SHOWN ON THIS PLAT IS HEREBY DEDICATED, GRANTED, AND DONATED TO THE CITY OF HELENA FOR PUBLIC USE.

CERTIFICATE OF EXCLUSION FROM D.E.Q. REVIEW

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY HEREIN DESCRIBED, HEREBY CERTIFY THAT LOT 1-A-1-A-1-A CREATED BY THIS AMENDED PLAT IS EXCLUDED FROM D.E.Q. REVIEW IN ACCORDANCE WITH 17.36.605(2)(g), ARM, WHICH STATES: "A PARCEL THAT HAS NO FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, STORM DRAINAGE, OR SOLID WASTE DISPOSAL, IF NO FACILITIES WILL BE CONSTRUCTED ON THE PARCEL"

WE FURTHER CERTIFY TRACT 1-A-1-A-1-B CREATED BY THIS AMENDED PLAT IS EXEMPT FROM D.E.Q. REVIEW IN ACCORDANCE WITH 76-4-125(1)(d)(iii), MCA BECAUSE IT IS LOCATED WITHIN THE JURISDICTION AREA OF THE CITY OF HELENA, WHICH HAS ADOPTED A GROWTH POLICY PURSUANT TO TITLE 76, CHAPTER 1, MCA AND WHICH IS A FIRST CLASS MUNICIPALITY. THE CITY COMMISSION HAS CERTIFIED TO D.E.Q., PURSUANT TO 76-4-127, MCA, THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED.

DATED THIS ____ DAY OF _____, 20____.

MARK RUNKLE, MANAGING MEMBER
MOUNTAIN VIEW MEADOWS, LLC

STATE OF MONTANA
COUNTY OF LEWIS AND CLARK

ON THIS ____ DAY OF _____, 20____,
BEFORE ME PERSONALLY APPEARED

MARK RUNKLE
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME

NOTARY PUBLIC FOR THE STATE OF MONTANA

CERTIFICATE OF PLAT APPROVAL

THE CITY COMMISSION OF HELENA, HEREBY ACCEPTS THE DEDICATION, GRANT, AND DONATION OF TRACT 1-A-1-A-1-B, TO THE CITY OF HELENA FOR PUBLIC USE.

THE CITY COMMISSION OF HELENA, LEWIS AND CLARK COUNTY, HEREBY APPROVES THIS PLAT

THIS ____ DAY OF _____, 20____.

DATED THIS ____ DAY OF _____, 20____.

MAYOR, CITY OF HELENA

DATED THIS ____ DAY OF _____, 20____.

CITY CLERK, CITY OF HELENA

DATED THIS ____ DAY OF _____, 20____.

CITY ENGINEER, CITY OF HELENA

DATED THIS ____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIVISION, CITY OF HELENA

CERTIFICATE OF COUNTY TREASURER

I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b) MCA, THAT ALL REAL PROPERTY TAXES ARE PAID AND CURRENT FOR:

ASSESSMENT CODE 0000045444

DATED THIS ____ DAY OF _____, 20____.

TREASURER, LEWIS AND CLARK COUNTY, MONTANA

CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND DRAFTING

THIS ____ DAY OF _____, 20____
PURSUANT TO SECTION 76-3-611(2)(A), MCA

EXAMINING LAND SURVEYOR

REG. NO. _____



STAHLY ENGINEERING & ASSOCIATES
PROFESSIONAL ENGINEERS & SURVEYORS
www.seaeng.com

BILLINGS
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BOZEMAN
Phone:(406)522-9526

CODY
Phone:(307)509-6541

3530 CENTENNIAL DR.
HELENA, MT 59601
Phone: (406)442-8594

AMENDED PLAT

COUNTY: LEWIS & CLARK
PRINCIPAL MERIDIAN,
MONTANA

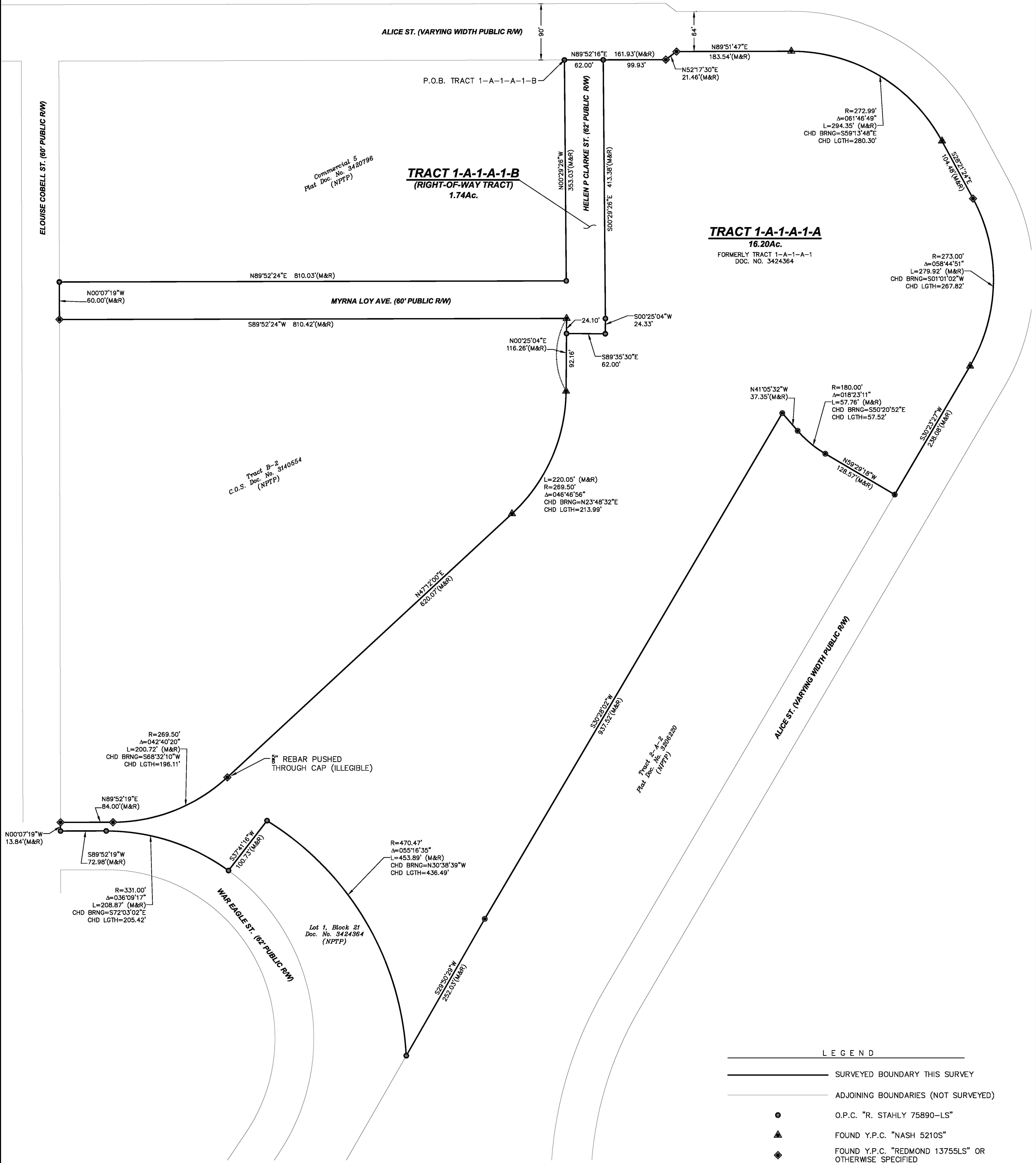
1/4	SEC	T	R	1/4	SEC	T	R
☒	35	10N	3W	☐			
☐				☐			

FIELD: RJS
DRAWN: TGT
CHECKED: MTN
DATE: 7/7/2025

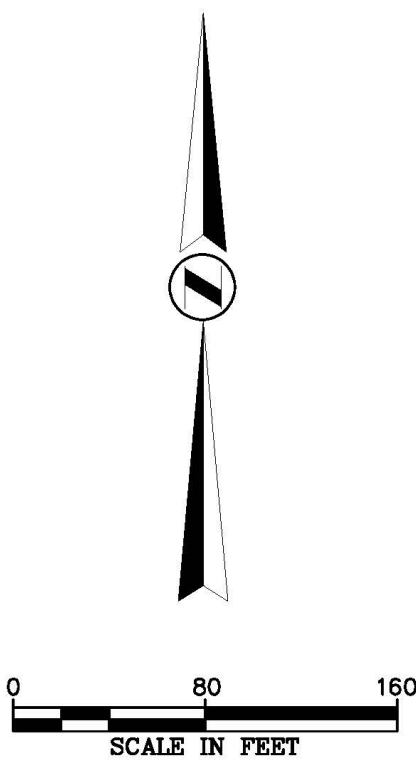
SHEET
1 OF 2

AMENDED PLAT

AMENDING TRACT 1-A-1-A-1 OF THE PLAT OF PEAKS PHASE 1 OF THE CROSSROADS AT MOUNTAIN VIEW MEADOWS SUBDIVISION,
DOCUMENT NO. 3424364, LOCATED WITHIN THE NORTH HALF OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M.M.
CITY OF HELENA, LEWIS AND CLARK COUNTY, MONTANA



BASIS OF BEARING: HELENA LOW DISTORTION PROJECTION
GEODETIC NORTH OBTAINED BY GPS OBSERVATIONS & OPUS PROCESSING
DATUM: NAD83(2011) (EPOCH 2010.00)
PROJECTION: TRANSVERSE MERCATOR
CENTRAL MERIDIAN: W 111°57'00" (-111.95°)
PROJECT ORIGIN LATITUDE: N 46°30'00" (46.5°)
SCALE FACTOR AT CENTRAL MERIDIAN: 1.000191
FALSE NORTHING: 100,000.00 IFT (30,480m)
FALSE EASTING: 200,000.00 IFT (60,960m)



LEGEND	
	SURVEYED BOUNDARY THIS SURVEY
	ADJOINING BOUNDARIES (NOT SURVEYED)
	O.P.C. "R. STAHLY 75890-LS"
	FOUND Y.P.C. "NASH 5210S"
	FOUND Y.P.C. "REDMOND 13755LS" OR OTHERWISE SPECIFIED
	FOUND Y.P.C. "ZISKA 18636LS"
AC.	ACRES
(NPTP)	NOT A PART OF THIS PLAT
O.P.C.	ORANGE PLASTIC CAP
Y.P.C.	YELLOW PLASTIC CAP
P.O.B.	POINT OF BEGINNING
XXXX'(M)	MEASUREMENT THIS SURVEY
XXXX'(R)	MEASUREMENT OF RECORD-PLAT DOC. NO. 3424364
DOC. NO.	DOCUMENT NUMBER
R/W	RIGHT OF WAY



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3530 CENTENNIAL DR.
HELENA, MT 59601
Phone: (406)442-8594

AMENDED PLAT												FIELD: RJS
COUNTY: LEWIS & CLARK												DRAWN: TGT
PRINCIPAL MERIDIAN, MONTANA												CHECKED: MTN
1/4	SEC	T	R	1/4	SEC	T	R	DATE: 7/7/2025				
☒	35	10N	3W	☐				SHEET				
☐				☐				2 OF 2				