

**MEETING AGENDA**  
**CITY OF EAST HELENA**  
**CITY HALL – 306 EAST MAIN - ROOM 110**  
**COUNCIL MEETING: 6:30 PM**  
**DATE: TUESDAY, DECEMBER 17, 2024**  
**JOIN ZOOM MEETING: <https://us06web.zoom.us/j/3787705872>**  
**CONFERENCE CALL-IN: 1-253-205-0468 MEETING ID: 378 770 5872**

**MEETING CALLED TO ORDER:** Mayor Harris

**PLEDGE OF ALLEGIANCE:** Councilmember Dahl

**PUBLIC COMMENTS:**

Note: This time is set aside for comments from the public on matters that are not on the meeting agenda. Public comments will be taken on agenda items prior to a motion. All public comments will be limited to a reasonable duration. Prior to your comments, please state your name and address in an audible tone of voice for the record.

**APPROVAL OF MINUTES:** December 3, 2024

**CITY COURT REPORT:** City Judge Dennis Loveless

**DEPARTMENTAL REPORTS:**

Administration – Clerk/Treasurer Amy Thorngren  
Police Department – Police Chief Mike Sanders  
Public Works - Public Works Director Kevin Ore  
Volunteer Fire Department - Fire Chief Roger Campbell

**UNFINISHED BUSINESS:**

1. East Clark Street Sewer District Interlocal Agreement – City Attorney Elverum  
Action: Approve/Deny/Table

**NEW BUSINESS:**

1. WWC Engineering Master Services Agreement and Work Orders – Public Works  
Director Ore  
Action: Approve/Deny/Table
2. Adventures in Cardboard at Kennedy Park Summer 2025– Clerk/Treasurer Thorngren  
Action: Approve/Deny/Table
3. East Helena Letter of Support – Mayor Harris  
Action: Approve/Deny/Table

**MAYOR'S REPORT:** Mayor Harris

**COUNCILMEMBERS' REPORTS:**

Don Dahl  
Judy Leland  
Wesley Feist  
Suzanne Ferguson

**LEGAL REPORT:** City Attorney Elverum

**PAYMENT OF BILLS:** Action: Approve/Deny/Table

**MEETING SCHEDULE:**

1. East Helena Zoning Commission Meeting, Thursday, December 19, 6:00 p.m., City Hall Room 110
2. East Helena City Council Meeting, Tuesday, January 7, 6:30 p.m., City Hall Room 110
3. East Helena City Council Meeting, Tuesday, January 21, 6:30 p.m., City Hall Room 110

**ADJOURNMENT:** Mayor Harris

**ADA NOTICE**

The City of East 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 people with disabilities from participating in 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 Clerk as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

(406) 227-5321 or TTY Relay Service 1-800-253-4091 or 711

[cityclerk@easthelenamt.us](mailto:cityclerk@easthelenamt.us) - 306 East Main Street, P.O. Box 1170, East Helena, MT 59635

**MEETING MINUTES**

**CITY OF EAST HELENA**

**CITY HALL – 306 EAST MAIN - ROOM 110**

**COUNCIL MEETING & PUBLIC HEARING: 6:30 PM**

**DATE: TUESDAY, DECEMBER 3, 2024**

**JOIN ZOOM MEETING: <https://us06web.zoom.us/j/3787705872>**

**CONFERENCE CALL-IN: 1-253-205-0468 MEETING ID: 378 770 5872**

**MEETING CALLED TO ORDER:** Mayor Harris called the meeting to order at 6:30 p.m. Councilmember Ferguson led the Pledge of Allegiance.

**CITY OFFICIALS & STAFF PRESENT:** Mayor Kelly Harris, Council President Don Dahl, Councilmember Judy Leland, Councilmember Wesley Feist, Councilmember Suzanne Ferguson (via Zoom), Clerk/Treasurer Amy Thorngren, Public Works Director Kevin Ore, City Attorney Pete Elverum, and Police Chief Mike Sanders

**PUBLIC PRESENT:** Shaun Murgel, Nancy Marks, Linda Kent, Dave Jensen, and Dan Hill

**ABSENT/EXCUSED:** City Judge Dennis Loveless and Fire Chief Roger Campbell

**(0:00:40) EAST HELENA HIGH SCHOOL ACTIVITIES UPDATE:** East Helena High School Athletic Director Shaun Murgel updated Council on upcoming winter sports and events. He passed out schedules.

**(0:04:15) PUBLIC COMMENTS:** Boulder Monitor Publisher Nancy Marks introduced herself and Reporter Linda Kent to Council. She handed out copies of the Boulder Monitor and took a picture of the city council and staff.

**(0:08:15) APPROVAL OF MINUTES:** The draft minutes of the November 19, 2024 meeting were included in the council packet. There was no public comment. Councilmember Feist made a motion to approve the minutes as presented. Councilmember Leland seconded the motion. The motion passed unanimously.

**CITY COURT REPORT:** City Judge Dennis Loveless was excused.

**DEPARTMENTAL REPORTS:**

**(0:08:45) Administration** – Clerk/Treasurer Amy Thorngren reported that staff had been preparing for the Christmas Stroll and that she would be attending meetings with Doxo and the Transportation Advisory Committee.

**(0:09:15) Police Department** – Police Chief Mike Sanders reported that there had been 455 calls-for-service in November; he attended a meeting with County IT; went to the Criminal

Justice Citizens Council meeting (CJCC) meeting regarding overcrowding in the jail; and that the department was preparing for the Christmas Stroll.

**(0:11:25) Public Works** – A written report was included in the council packet. Public Works Director Kevin Ore reported that he had been working with the new Town Pump to provide garbage removal services for their trash compactor for which the city didn't own a compatible garbage truck; that the city should be able to purchase plow trucks from the county soon; and that he and Wastewater Superintendent Pursley would be touring two different types of wastewater plants.

**Volunteer Fire Department** - Fire Chief Roger Campbell was excused.

#### **UNFINISHED BUSINESS:**

1. **(0:14:00) Second Reading of Ordinance 290 Providing that the East Helena Municipal Code Be Amended by Revising Chapter 6.1.3, Public Drinking, Defining Public Places to Preclude Kennedy Park, Main Street Park, and the Downtown Commercial District Along Main Street from 1st Street to Thurman Avenue** – Mayor Harris noted that no changes were made since the first reading of the ordinance. There was no public comment. Councilmember Feist made a motion to approve the second reading of Ordinance 290. Councilmember Leland seconded the motion. The motion passed unanimously.

#### **NEW BUSINESS:**

1. **(0:14:55) East Clark Street Sewer District Interlocal Agreement** – City Attorney reported that he was working on a full rewrite of the agreement. (0:15:45) Dan Hill commented in favor of reestablishing the agreement. Councilmember Dahl made a motion to table. Councilmember Feist seconded the motion. The motion passed unanimously.
2. **(0:17:00) Montana Internet Service Agreement** – A copy of the agreement was in the council packet. Public Works Director Ore noted that Montana Internet would provide free internet service for city hall, the recreation hall, the swimming pool, and the wastewater treatment plant in exchange for allowing a tower to be installed on the roof of city hall. There was no public comment. Councilmember Feist made a motion to approve the agreement. Councilmember Leland seconded the motion. The motion passed unanimously.
3. **(0:18:35) Water Rights Attorney Bloomquist's Letter** – The draft letter was included in the council packet. Mayor Harris noted that this letter was a response to the METG's November 4<sup>th</sup> letter offering a certain amount of water rights on the former ASARCO property to the city. City Attorney Elverum confirmed that Water Rights Attorney Bloomquist's letter encapsulated that more water rights were in the best interests of the city. Council discussed some of the finer points of the letter. There was no public comment. Councilmember Dahl made a motion to approve the letter. Councilmember Leland seconded the motion. The motion passed unanimously.
4. **(0:28:35) Floating Holiday Discussion** – Mayor Harris discussed the possibility of giving staff a floating holiday in lieu of alternating Election Days off. He noted that

the state had recently made the same change. Council indicated that they were open to seeing the proposal on a future agenda. This was an information-only item.

**(0:31:15) MAYOR'S REPORT:** Mayor Harris reported that he had been working on water rights, a garbage service solution for the new Town Pump's trash compactor, a policy for jake brakes, preparations for the Christmas Stroll, and that he had found a potential home for the Star of David windows with the Montana Jewish Project.

**COUNCILMEMBERS' REPORTS:**

**(0:38:55) Don Dahl** reported that there would be a Planning Board meeting on December 12<sup>th</sup> and a Zoning Commission meeting on December 19<sup>th</sup> regarding the Vigilante West subdivision.

**Judy Leland** had nothing to report.

**(0:39:45) Wesley Feist** reported that he had attended the meeting regarding the Star of David windows and the Montana Jewish Project, visited with Commissioner Hunthausen regarding the possibilities for the East Helena library, and that he received a message from the Helena Area Community Foundation regarding possibilities in East Helena. He noted that he will be attending the Helena Area Chamber of Commerce small business expo and the opioid abatement trust meeting.

**(0:42:15) Suzanne Ferguson** commented in favor of a new library in East Helena.

**(0:42:30) LEGAL REPORT:** City Attorney Elverum reported that he had been working on the new agreement with the East Clark Street Sewer District and that court was going well.

**(0:42:50) PAYMENT OF BILLS:** Claims 298218 through 298265 were presented for Council's review. Councilmember Leland made a motion to pay the bills. Councilmember Feist seconded the motion. The motion passed unanimously.

**MEETING SCHEDULE:**

1. East Helena City Council Meeting, Tuesday, December 17, 6:30 p.m., City Hall Rm 110
2. East Helena City Council Meeting, Tuesday, January 3, 6:30 p.m., City Hall Room 110

**ADJOURNMENT:** Mayor Harris adjourned the meeting at 7:15 p.m.

ATTEST:

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Clerk/Treasurer

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Mayor



CITY COURT REPORT FOR NOVEMBER, 2024

RECEIPTS \$ 8,051.00

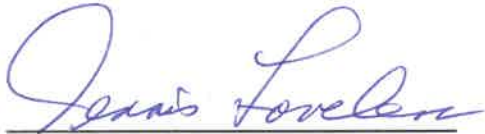
PAYMENTS

CITY TREASURER \$ 6,359.00

COUNTY TREASURER 1,007.00

RESTITUTION & OVERPMT 685.00

RESPECTFULLY SUBMITTED



DENNIS LOVELESS, CITY JUDGE

**RECEIVED**  
DEC 09 2024  
CITY CLERK/TREASURER  
EAST HELENA, MT







# **Public Works Department**

*Proud to serve our Community*

**Dec. 17th, 2024**

## **1.) WWTP Report**

- Plant stayed in compliance last month even with the clarifier turning over.
- Shane, Jeremy and I visited two wastewater plants in the Belgrade area. Oxidation ditch treatment looks to be the best operational fit for the City. (Discuss)
- MET is still working on getting a replacement VFD ordered for the blowers.

## **2.) Metal Removal Building**

- Sand filters have been running well the last couple of weeks.
- Waiting on December's copper sample results.

## **3.) Source Water Report**

- M.C. Creek water system is back into service. Helena Sand will start back up mid-April for the remainder of water main work in town.
- Shane completed all required water tests at both the Wylie and M.C. Creek well sites.
- Completed taking the lead and copper water tests. Just waiting for a couple more to be returned from lab and will get test results mailed out to residents.

## **4.) Solid Waste Report**

- Scott got the new controller for garbage truck installed.

## **5.) Parks**

- Fence crafters should be starting this next week on fence repair.

## **6.) Pool**

- It's frozen.

## **7.) Streets**

- Had a meeting with Federal Highways for raise grant application, the two areas of concern they have was our performance measures, and MDT to transfer our T/A grant funding to federal highways. This is expected to be a 2-3 month process to get MDT approval. (Discuss)
- Kelly and I will be attending the December 31 County Commission meeting, to express our appreciation for the county working with us to purchase one of their plow trucks.

## **8.) Facilities**

- Crews did a great job in helping get things picked up after the Christmas Stroll.

## **9.) Resident/City Information and Events**

- METG still hauling material to the soil repository from High land Meadows.
- Thanks for allowing me to be away for a few days this past week. Always fun to get out of town and do something different.



CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 12/17/2024

Agenda item:

WWC Engineering Master Services Agreement and Work Orders

From:

Zoning Officer Fadness

Initiated by City:     ☒ YES            ☐ NO            (check one)

Department:

Planning & Zoning

Presented by:

Public Works Director Ore

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachments:

- 1) New MSA contract between WWC and East Helena
- 2) Work Order #1 for the CIP update including the required CDBG requirements
- 3) Work Order #2 for On-call Planning Services
- 4) Work Order #3 for On-call Floodplain Management Services

Attachments:     ☒ YES            ☐ NO            (check one)

Date submitted:

RECOMMENDATIONS:

Initial:

Approve for agenda:

☐ YES

☐ NO

\_\_\_\_\_

Referred to Dept. Head for resolution:

☐ YES

☐ NO

\_\_\_\_\_

Referred to \_\_\_\_\_:

☐ YES

☐ NO

\_\_\_\_\_

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.



## **MASTER SERVICE AGREEMENT**

This Master Service Agreement (“AGREEMENT”) effective December 17, 2024 is entered into by Western Water Consultants, Inc., dba WWC Engineering (“ENGINEER”), 1849 Terra Avenue, Sheridan, WY 82801 and City of East Helena, 306 East Main Street, East Helena, MT 59635 (“CLIENT”).

WHEREAS, ENGINEER, in the normal course of business regularly and customarily enters into contracts with clients to provide independent consulting services and/or equipment, and

WHEREAS, from time-to-time, CLIENT may desire ENGINEER’s services and/or equipment pursuant to the terms and conditions set out below,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, terms, conditions, and covenants herein contained, the sufficiency of which is hereby acknowledged, and the specifications and special provisions set forth in any exhibits attached hereto and made a part hereof, ENGINEER and CLIENT hereto mutually agree as follows:

### **Article 1 SCOPE AND TERM OF AGREEMENT**

1.1 This AGREEMENT shall control and govern all activities of ENGINEER in connection with the performance of services for CLIENT (“WORK”), under written work orders (“WORK ORDER”). A WORK ORDER shall consist of a written description of the WORK to be performed and the consideration to be paid for same, the job location, equipment, services, supplies, and personnel to be provided by ENGINEER, and the items to be furnished by CLIENT. The WORK ORDER may be either in email format or in a form similar to the WORK ORDER template provided herein or any other written form that is agreed to by the parties. Upon acceptance of any WORK ORDER by ENGINEER, and without the necessity of any reference therein, this AGREEMENT shall become an integral part of such WORK ORDER. The entire contract between the parties shall consist of the terms and conditions set forth in this AGREEMENT and any currently effective WORK ORDER(s) and shall be read and construed as one AGREEMENT. Terms and Conditions in any such WORK ORDER not in conformity with the terms and provisions of this AGREEMENT shall be null and void. No waiver by either party to this AGREEMENT of any of the terms, covenants, or conditions hereof shall be effective unless said waiver shall be in writing and signed by authorized persons of both parties. This AGREEMENT supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both CLIENT and ENGINEER.

This AGREEMENT shall remain in effect until canceled by either party in accordance with Article 9.

### **Article 2 ENGINEER’S SERVICES**

2.1 ENGINEER is an independent ENGINEER responsible for methods and means used in performing WORK under WORK ORDERS pursuant to this AGREEMENT. The WORK under this contract by ENGINEER shall be performed in a manner, sequence and timing to be coordinated with CLIENT. ENGINEER may subcontract work without written consent by CLIENT; however, if CLIENT reasonably objects to the use of any particular subcontractor, CLIENT and ENGINEER will reach a mutually acceptable agreement as to the subcontractor(s) to be used.

2.2 Scope of Services: The parties shall execute project and/or phase-specific WORK ORDER(s) from time to time as new projects are offered to and accepted by ENGINEER. Each WORK ORDER shall define the agreed upon services to be performed by ENGINEER, the anticipated duration of such services, and the compensation due ENGINEER for such services. ENGINEER shall be compensated on a mutually agreed upon fixed fee or ENGINEER’s current Schedule of Charges in effect at the time the WORK is performed. It is agreed that the Schedule of Charges may be updated annually by ENGINEER.

**Article 3  
RESPONSIBILITIES OF CLIENT**

CLIENT shall perform the following and pay all costs incident thereto:

3.1 Designate a representative for each WORK ORDER to act as primary contact to ENGINEER for WORK to be performed by ENGINEER under each WORK ORDER. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of CLIENT with respect to services covered by the WORK ORDER to which assigned.

3.2 Provide all criteria and full information as to requirements of ENGINEER for each WORK ORDER. Provide all data which may be useful to ENGINEER to ensure proper performance of the WORK, including property, boundary, right-of-way, utility surveys, and ownership; CLIENT reports; and data and results obtained by CLIENT from other consultants prior to or during the term of each WORK ORDER, all upon which ENGINEER may rely. CLIENT warrants that CLIENT has ownership or sufficient license to all data provided to ENGINEER and agrees to defend, indemnify, and hold harmless ENGINEER against all claims of any kind as a result of ENGINEER's use of information in any form hereby provided.

3.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required by ENGINEER to perform services under this AGREEMENT.

3.4 Provide such legal counseling services as may be required for the WORK.

**Article 4  
PAYMENTS TO ENGINEER**

4.1 ENGINEER shall submit requests for payment on a monthly basis in a form agreed to by ENGINEER and CLIENT. CLIENT shall pay ENGINEER in U.S. dollars for each invoice within thirty (30) days of the date of each invoice. Any amount not paid within thirty (30) days from the date of the invoice may be assessed an interest charge at a rate of one percent (1%) per month. If the amount is not paid within ninety (90) days, CLIENT agrees to pay reasonable costs of collection, including attorney's fees and costs in addition to the unpaid invoice amounts and interest charges. ENGINEER and CLIENT agree that ENGINEER may stop the WORK if any payment is not received within thirty (30) days of the invoice date. Payments are to be remitted to:

Western Water Consultants, Inc.  
1849 Terra Avenue  
Sheridan, WY 82801

4.2 Payment by CLIENT of any invoice shall not constitute a waiver of CLIENT's right to subsequently contest the amount or correctness of said invoice and to seek reimbursement.

4.3 With respect to any WORK ORDER, ENGINEER may require an advance payment which will be applied to the final invoice for that WORK ORDER. Any remaining balance at the conclusion of the WORK ORDER will be refunded to CLIENT within fourteen (14) days of receipt of payment for the final invoice submitted under that WORK ORDER.

**Article 5  
RESPONSIBILITIES OF ENGINEER**

5.1 ENGINEER will complete each WORK ORDER in a timely manner, but it is agreed that ENGINEER cannot be responsible for delays occasioned by factors beyond the control of ENGINEER, nor by factors that could not reasonably have been foreseen at the time the applicable WORK ORDER was accepted by ENGINEER.

5.2 During the performance of services within this AGREEMENT, the scope of the services provided by ENGINEER and compensation thereon with respect to any WORK ORDER may be adjusted by change orders, which will be in written form, mutually agreed upon, and signed by duly authorized representatives of both parties. Any such change order will become a part of the WORK ORDER to which it pertains.

5.3 ENGINEER shall not disclose or permit the disclosure of any confidential information except to its employees and others who need such confidential information in order to properly perform the WORK, or to comply with an order issued by a court, government administrative agency, or other authority with proper jurisdiction.

5.4 No information relative to the WORK shall be released by ENGINEER for publication, advertising, or any other purpose without prior written approval of CLIENT.

5.5 ENGINEER shall perform the WORK with the due care and skill ordinarily exercised by members of ENGINEER's profession practicing under similar conditions at the same time and in the same or a similar locality. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY PERFORMANCE OF PROFESSIONAL SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

5.6 ENGINEER shall maintain valid licenses appropriate for the WORK.

5.7 ENGINEER shall furnish all notices and comply with all applicable laws, regulations, and orders (including all safety codes, statutes, regulations, precautions, and procedures) relating to performance of the WORK.

5.8 ENGINEER shall timely discharge all claims of its subcontractors and vendors and allow no lien or charge to become fixed upon any property of CLIENT, excepting lien or charge brought by ENGINEER against property of CLIENT for failure to timely pay ENGINEER for services under any WORK ORDER. ENGINEER shall defend, indemnify, and hold harmless CLIENT against all such claims or liens filed by ENGINEER's subcontractors or vendors. In the event of claim or lien brought by ENGINEER's subcontractor(s) or vendor(s), CLIENT shall have the right to withhold payment in an amount sufficient to discharge such claim or lien and all expenses of any kind incident thereto.

5.9 ENGINEER shall immediately notify CLIENT of any incident resulting in injury to any person or property in excess of two thousand U.S. dollars (\$2,000.00), or any spill, release, or other incidence of pollution arising out of the WORK, and shall furnish CLIENT with a copy of all non-confidential reports made by ENGINEER to its insurers.

## **Article 6 INDEMNIFICATION**

6.1 ENGINEER shall indemnify and hold harmless CLIENT and its directors, officers, and employees, against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts, errors, or omissions of ENGINEER and/or ENGINEER's employees. ENGINEER shall have no duty to defend in the absence of adjudicated negligence of ENGINEER.

6.2 CLIENT shall indemnify and hold harmless ENGINEER and its directors, officers, and employees against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts,

errors, or omissions of CLIENT, its directors, officers, employees, commissions, appointees, and invitees.

6.3 In the event of litigation as a result of a breach of the terms of this AGREEMENT, all losses of whatever kind including costs of discovery and defense will be borne by the breaching party.

6.4 The provisions of paragraphs 6.1, 6.2, and 6.3 notwithstanding, CLIENT and ENGINEER agree that neither party shall be liable to the other for punitive, special, indirect, exemplary, consequential, or incidental reliance damages resulting from or arising out of this AGREEMENT including, without limitation, loss of profit, loss of production, loss of use, or business interruptions, regardless of the foreseeability of such losses or costs, however the same may be caused, and shall be applicable in any action, whether based in contract, tort, statute, or otherwise, and, to the extent permitted by law, any statutory remedies which are inconsistent with this provision are waived by both parties.

## **Article 7 INSURANCE**

7.1 Throughout the term of this AGREEMENT, ENGINEER shall maintain insurance in at least the following minimum amounts:

Commercial General Liability (including Contractual Liability, Completed Products Coverage, and Personal and Advertising Injury, without exclusion) - \$1,000,000 each occurrence and \$2,000,000 in the aggregate
Commercial Automobile Liability - \$1,000,000 Combined Single Limit
Excess or Umbrella Liability which "follows form"- \$2,000,000
Worker's Compensation and Employers' Liability Coverage - Statutory Limit
Errors and Omissions (Professional Liability) - \$1,000,000 each occurrence and in the aggregate

7.2 All policies procured in conformance with this AGREEMENT will be placed with insurance companies with an AM Best Rating of A- VII and approved to offer these policies by the Insurance Commissioner of the state in which the WORK is performed.

7.3 CLIENT will be named as additional insured, with waiver of subrogation, on all policies except Workers' Compensation and Errors and Omissions policies.

7.4 ENGINEER shall provide CLIENT twenty (20) days' written notice of the termination, non-renewal, or any substantial change in coverage which reduces the dollar limits or any coverage required under this AGREEMENT.

7.5 Failure of ENGINEER to maintain insurance required by this AGREEMENT is in no way construed to limit ENGINEER's liability with respect to any term or condition of this AGREEMENT.

## **Article 8 ENGINEER'S ACCOUNTING RECORDS AND AUDIT**

8.1 Records of ENGINEER's direct personnel time and expenses, contracted services from others, and reimbursable expenses pertaining to each WORK ORDER shall be kept on a generally recognized accounting basis and shall be available to CLIENT or CLIENT's auditor at mutually convenient times from Monday through Friday between the hours of 9:00 A.M. and 3:00 P.M., local time, excluding national holidays.



**Article 9  
TERMINATION OF AGREEMENT**

9.1 This AGREEMENT may be terminated by either party by seven (7) days' written notice. ENGINEER shall be paid for all services performed and costs incurred through the date of receipt of the termination notice, including expenses resulting from such termination.

**Article 10  
OWNERSHIP OF DOCUMENTS AND PROGRAMS**

10.1 All documents and programs developed by ENGINEER under this AGREEMENT, including all data, notes, reports, drawings, and results of models, published or otherwise, shall remain the property of the ENGINEER. CLIENT may retain copies of such documents as desired. CLIENT shall not use documents or designs for governmental approval or any other work without the approval of ENGINEER.

10.2 ENGINEER shall not be liable for any loss or damage of documents caused by strike, fire, explosion, theft, flood, riot, civil commotion, war, malicious mischief, Act of God, or by any cause beyond reasonable control of ENGINEER. ENGINEER shall take reasonable precautions to prevent such loss or damage.

**Article 11  
SUCCESSORS AND ASSIGNS**

11.1 CLIENT and ENGINEER each bind itself, its partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all terms, covenants, and conditions of this AGREEMENT. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

**Article 12  
DEFECTIVE PRODUCTS OR SERVICES**

12.1 If any of ENGINEER's WORK is found not to meet the normal standard of care during the twelve (12) month period following the date of CLIENT's acceptance and/or issuance of a Certificate of Completion, CLIENT shall notify ENGINEER in writing. ENGINEER shall promptly repair, replace, or otherwise correct such WORK as may be necessary, within the original Scope of Work, to remedy such failure to meet the normal standard of care at the sole cost of ENGINEER. If ENGINEER does not promptly commence such repair, replacement, or correction after delivery of notice, CLIENT may contract the completion of same at sole cost of ENGINEER.

**Article 13  
SEVERABILITY, WAIVER, AND REMEDIES**

13.1 If any term or provision of this AGREEMENT is invalidated by a court or agency of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable and the remaining terms and conditions shall remain in full force and effect.

13.2 Failure of CLIENT or ENGINEER or their agents or insurers to exercise any right or remedy as respects any term or provision of this AGREEMENT shall not constitute a waiver of such right or remedy or excuse the timely performance of the obligations of the other party.

13.3 The assurances, covenants, and remedies provided for in this AGREEMENT are not the exclusive rights and remedies of the parties but will be in addition to any other rights and remedies available to them under this AGREEMENT, at law, in equity or otherwise.

**Article 14**  
**APPLICABLE LAW**

14.1 This AGREEMENT shall be interpreted in accordance with the law and practice of the State of Montana. CLIENT and ENGINEER agree to submit to the jurisdiction of the State of Montana with respect to any claim or dispute related hereto.

**Article 15**  
**FORCE MAJEURE**

15.1 Neither party shall be liable for failure to perform under this AGREEMENT if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**Article 16  
NOTICES**

Any formal Notice required to be delivered in writing under the terms of this AGREEMENT shall be delivered to the representative of the other party as follows:

CLIENT:

City of East Helena

Address: 306 East Main Street  
East Helena, MT 59635

Contact: Kelly Harris, Mayor

Telephone: 406-227-5321

Fax: 406-227-5456

Email: kharris@easthelenamt.us

ENGINEER:

WWC Engineering

Address: 1275 Maple Street, Suite F  
Helena, MT 59601

Contact: Shawn Higley, Branch Manager

Telephone: 406-443-3962

Fax: N/A

Email: shigley@wwcengineering.com

All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service.

IN WITNESS HERETO, the parties hereto have executed this AGREEMENT the day and year first written above.

For: City of East Helena

For: WWC Engineering

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**Work Order #1**

(Referenced to and made a part of the Master Service Agreement dated *December 17, 2024*)

**Project:** East Helena CIP Update

**Scope of Work:**

**Task 1. Capital Improvements Plan (CIP) Update.**

WWC will prepare the CIP to meet the goals of the City, including the following:

- Provide an inventory and condition of the existing systems and equipment;
- List capital projects and/or equipment to be purchased and rank them in order of preference and priority;
- Provide justification, alternatives, and cost estimates for each project recommendation;
- Provide a plan for financing of projects;
- Provide project schedules and timing of implementation for the design, construction, and completion of recommended projects.
- Prepare an updated CIP for the City of East Helena, satisfying the requirements of the most recent MDOC-CDBG planning manual.
- Prepare, produce and distribute (to all East Helena residents and business owners) a community wide needs assessment survey and compile/consolidate the survey results and incorporate into the updated CIP.
- Meet with City department heads, City leaders and the public to identify capital improvement priorities/projects and incorporate results into the updated CIP.
- Prepare a draft plan and present it to the City at a public meeting for review and comment. Needed/necessary changes will then be incorporated and the final updated CIP will be provided to the City.
- WWC will assist the City with adoption of the CIP.

**Anticipated Duration/Schedule:**

**Start Date:** January 2025

**Estimated Completion Date:** June 2025

**Deliverables:**

- Final CIP for the City of East Helena.

**Estimated Costs:** \$20,000 Time & Materials

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Master Service Agreement. Payment shall not exceed the amount of \$20,000 without written concurrence from CLIENT.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of *December 17, 2024*.

CLIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ENGINEER: **WWC Engineering**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT 3-G

### CDBG SUPPLEMENTAL CONDITIONS TO STANDARD CONTRACTS FOR ARCHITECTURAL, ENGINEERING, AND GRANT ADMINISTRATION SERVICES

#### I. LIAISONS.

##### **For the City of East Helena:**

Kelly Harris  
Mayor  
PO Box 1170  
East Helena, MT 59635  
406-227-5321

##### **For the Contractor:**

WWC Engineering  
Jeremy Fadness, P.E., AICP  
1275 Maple Street, Suite F  
Helena, MT 59601  
406-443-3962

2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the City of East Helena for purposes of tax, retirement system, or social security (FICA) withholding.
3. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract shall take effect upon execution by the parties and will terminate upon completion of the SCOPE OF SERVICES hereunder as determined by the City of East Helena, unless terminated earlier in accordance with the terms of this Contract. The activities to be performed by the Contractor will be completed according to the schedule attached hereto as Work Order #1 and specifically incorporated herein by this reference.
4. SCOPE OF SERVICES. The Contractor will perform the following services:  
  
The Scope of Services is provided in Work Order #1 attached hereto and specifically incorporated herein by this reference. It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the City of East Helena financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG project.
5. COMPENSATION. Neither the cost of architectural, engineering, or grant administrative services plus a percentage of that cost method nor the percentage of construction cost method will serve as the basis for compensating the architect, engineer, or grant administrator for its services provided under this Contract.

For the satisfactory completion of the services to be provided under this Contract, the City of East Helena will pay the Contractor a sum not to exceed \$20,000 in the manner set forth in the attached Work Order #1, attached hereto and specifically incorporated herein by this reference. Each specific service the Contractor will provide under this Contract, and the

maximum amount that the City of East Helena will pay the Contractor for each of these services, is set forth in the attached Work Order #1

The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Work Order #1. The Contractor may submit monthly requests for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. The Contractor may not assign, transfer, or subcontract its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City of East Helena. Any subcontractor or assignee will be bound by the terms and conditions of this Contract.
7. CONTRACT AMENDMENT. Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
8. PRE-CONSTRUCTION CONFERENCE. Before the start of construction, a conference will be held for the purpose of familiarizing the successful bidder with the federal and State requirements that apply to projects funded in whole or in part by a Community Development Block Grant (CDBG). The conference will also include a discussion of project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, and other issues pertinent to the project. The Contractor may be responsible for conducting this conference.
9. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the City of East Helena of CDBG funds from the Department and that, in the event that said funds are not provided, the City of East Helena incurs no responsibilities or liabilities under this Contract.
10. TERMINATION OF CONTRACT. This Contract may only be terminated in whole or in part as follows:
  - (a) Termination due to loss of funding. The City of East Helena may, at its sole discretion, terminate or reduce the scope of this Contract if available CDBG funding is eliminated or reduced for any reason. If a termination or modification is required, the City of East Helena will, to the extent permitted by available CDBG funds, compensate the Contractor for eligible work elements the Contractor has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Contractor as of the revised termination date. The City of East Helena will give the Contractor written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Contractor with a modified Project budget.
  - (b) Termination for cause.
    - (i) If the City of East Helena determines that the Contractor has failed to comply with the terms and conditions of the Contract, the City of East Helena may terminate this Contract in whole or in part at any time. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City of East Helena by reason of the Contractor's failure to comply with this Contract.

Any costs or expenses incurred by the Contractor from obligations arising during a suspension or after termination of this Contract are not allowable unless the City of East Helena expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Contractor costs incurred during suspension or after termination are allowable if:

- 1) They result from obligations properly incurred by the Contractor before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, non-cancellable; and
  - 2) The costs would be allowable if the Contract were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (ii) Notwithstanding the above, the Contractor is not relieved of liability to the City of East Helena for damages sustained by the City of East Helena by virtue of any breach of this Contract by the Contractor, and the City of East Helena may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City of East Helena from the Contractor is determined.

11. AVOIDANCE OF CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performing this Contract, it will employ no person who has any such interest. The Contractor will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

12. DOCUMENTS INCORPORATED BY REFERENCE. The City of East Helena application to the Department for CDBG funding, dated June, 2024, including any written modifications resulting from the review of the application by the Department, and all applicable federal, state, and local laws, rules, and regulations, are incorporated into this Contract by this reference and are binding upon the Contractor.

13. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the City of East Helena, and the Department, which both have royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City of East Helena, and the Department.

To the extent the CDBG funds dispersed under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

14. ACCESS TO AND RETENTION OF RECORDS. The Contractor agrees to provide the City of East Helena, the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine



Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's offices in Helena, Montana.

15. PROJECT MONITORING. The City of East Helena, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with the SCOPE OF ACTIVITIES, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The City of East Helena will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the City of East Helena.
16. JURISDICTION AND VENUE. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

This Contract will be construed under and governed by the laws of the State of Montana.

17. INDEMNIFICATION. The Contractor agrees to protect, defend, and save the and the State, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors.
18. INSURANCE.
  - A. General Requirements. The Contractor shall maintain for the duration of this Agreement, at its cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in this Contract by the Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
  - B. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City of East Helena, the Department, the State of Montana, and their elected or appointed officers, officials, employees, or volunteers. The City of East Helena and the State's insurance coverage is excess to the Contractor's insurance coverage and shall not contribute with it.
  - C. General Liability Insurance. The Contractor shall purchase and maintain Commercial General Liability (Occurrence coverage), to include bodily injury, personal injury, and property damage, with combined single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, employees, representatives, assigns, or subcontractors. The City of East Helena, the State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

- D. Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- E. General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana with a Best's rating of at least A-. All certificates and endorsements are to be received by the City of East Helena prior to beginning any use, occupancy, operation, or management of the subject property under this Contract. The Contractor shall notify the City of East Helena immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City of East Helena reserves the right to request complete copies of the Contractor's insurance policies at any time, including endorsements.
19. COMPLIANCE WITH NONDISCRIMINATION LAW. The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.
20. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
21. COMPLIANCE WITH WORKERS' COMPENSATION ACT. Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the City of East Helena under this Contract. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the City of East Helena or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and any renewal documents must be sent to the City of East Helena.
22. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

23. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
24. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.
25. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
26. ELIGIBILITY. The Contractor certifies that the Contractor's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)
27. DEBARMENT. The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City of East Helena.  
  
The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
28. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.
29. SEPARABILITY. A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.
30. NOTICE. All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service.

31. REFERENCE TO CONTRACT. The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.
32. NO ARBITRATION. Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.
33. NO WAIVER OF BREACH. No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.
34. INTEGRATION. The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

## Work Order #2

(Referenced to and made a part of the Master Service Agreement dated *December 17, 2024*)

**Project:** East Helena On-call Planning Services

### **Scope of Work:**

#### **Task 1. Planning Management**

WWC personnel will provide on-call services to the City of East Helena staff and residents for the management of the zoning ordinance and subdivision regulations and to answer any zoning or subdivision related questions from staff or residents prior to submittal of an application to the City for review. Work under this task will also include general meeting preparation for Planning Board and Zoning Commission meetings including agenda preparation, coordination with chair on agenda, attending meetings as necessary, and other services as requested by the City. Work under this task may also include periodic updates to zoning and subdivision regulations as necessary or requested by the City.

#### **Task 2. Zoning Review**

WWC personnel will provide on-call services to review zoning applications submitted to the City of East Helena for conformance with the East Helena Zoning Ordinance as requested by City Staff. This work will include: pre-application assistance to the City and residents; review services for zoning applications and preparation of zoning permit letters, variances or amendments to the Ordinance or Zoning Map; preparation and submission of staff reports, findings-of-facts and conditions of approval or denial to the Council; interaction with the Zoning Board; attendance Zoning Board meetings, as requested, Public Hearings, and Council meetings when requested by the Council; as requested on-site inspections; verifications of proposed development and improvements, and other services as requested by the City. WWC will also assist the city with enforcement of the Zoning Ordinance when requested and when complaints are received.

#### **Task 3. Subdivision and Annexation Review**

WWC personnel will provide on-call services to review subdivisions and annexation applications submitted to the City of East Helena. This work will include: assistance with pre-application meetings with City and developers; determination of completeness and sufficiency of Preliminary Plat Subdivision Applications submitted to the City for compliance with the Growth Policy and the Subdivision Regulations; preparation and submission of staff reports, findings-of-facts and conditions of approval or denial to the Planning Board and Council; interaction with the Planning Board; attendance of Planning Board meetings, as requested, Public Hearings, and Council meetings when requested by the Planning Board or Council; review of design plans for proposed infrastructure; determining the sufficiency and completeness of Final Plat Applications and submission to the Town; periodic meetings and telephone conversations with Developers and their Agents; as requested on-site inspections and verifications of proposed subdivision improvements; periodic review of pending or proposed subdivision applications; periodic meetings or discussions with the Planning Board and Council to discuss subdivision applications, and other services as requested by the City. When an annexation or subdivision application are submitted for review, WWC will setup a separate sub-task with the name of the development in order for WWC and the City to track costs associated with review of the development. This cost can then be passed onto the developer.

#### **Task 4. Helena Valley MPO Management**

WWC personnel will provide assistance to the City of East Helena for the management of the Metropolitan Planning Organization (MPO) for the City of East Helena. As a member of the MPO, East Helena has a voting membership in the MPO Transportation Technical Advisory Committee (TTAC). WWC will participate in TTAC meetings on behalf of the City of East Helena and participate in review of TTAC documents and processes on behalf of the City of East Helena. WWC will provide periodic updates of the MPO projects to the City of East Helena.

**Anticipated Duration/Schedule:**

**Start Date:** January 2025

**Estimated Completion Date:** December 2030

**Estimated Costs:** Time & Materials

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Master Service Agreement.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of *December 17, 2024*.

CLIENT: **City of East Helena**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ENGINEER: **WWC Engineering**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Work Order #3**

(Referenced to and made a part of the Master Service Agreement dated *December 17, 2024*)

**Project:** East Helena Floodplain Management

**Scope of Work:**

**Task1. Floodplain Administration**

WWC will assist the City of East Helena with the administration of FEMA designated floodplains within the City. WWC will assist the City with the enforcement of the Floodplain Ordinance and will assist the City with any necessary revisions to the Ordinance. WWC will work with the City on permit application submittals and WWC will be the point of contact for any City floodplain related questions and issues. WWC will work with the public and the City Attorney to enforce the adopted Floodplain Ordinance. Upon submittal of a floodplain application, a new task will be added for the specific review so that the City and WWC can track review costs for each individual application in order to allow collection of remaining review fees prior to final permit approval. General floodplain administration tasks such as attending community assistance visits required by the Montana DNRC; correspondence with the City and/or DNRC; and other related tasks will be performed on a time and materials basis. WWC personnel will provide on-call services to the City of East Helena for planning, regulatory, or grant related work within the floodplain. This work may include phone calls, meetings, follow-up, etc. to necessary funding agencies, regulatory agencies, or the City and other floodplain related services as necessary.

**Anticipated Duration/Schedule:**

**Start Date:** January 2025

**Estimated Completion Date:** December 2030

**Estimated Costs:**

- 1) Floodplain Applications - \$400 per application  
WWC will assist the City with the development of an updated fee schedule for floodplain reviews that will cover the costs associated with review of Floodplain applications. \$400 will typically cover the cost of a review for most applications, but some applications may require additional fees due to extended reviews. WWC will bill the City on a time and materials basis for the review of floodplain applications and work with the City to collect any remaining fees over the \$400 application fee prior to issuing the permit. The new fee schedule will allow for the City to collect the \$400 fee and any additional costs for review prior to issuing a final permit.
- 2) Floodplain management services such as answering applicant questions and violation investigations will be billed as time and materials.

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Master Service Agreement.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of *December 17, 2024*.

**CLIENT: City of East Helena**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENGINEER: WWC Engineering**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 12/17/2024

Agenda item:

Adventures in Cardboard at Kennedy Park Summer 2025

From:

Eric Dymit

Initiated by City:     ☒ YES            ☐ NO            (check one)

Department:

Parks & Recreation

Presented by:

Clerk/Treasurer Thorngren

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Email with requested dates and usage attached...

Attachments:            ☒ YES            ☐ NO            (check one)

Date submitted:

RECOMMENDATIONS:

Approve for agenda:

☐ YES

☐ NO

Initial:

Referred to Dept. Head for resolution:

☐ YES

☐ NO

Referred to \_\_\_\_\_:

☐ YES

☐ NO

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.

## City Clerk

---

**From:** Adventures Montana <montanaadventuresincardboard@gmail.com>  
**Sent:** Tuesday, November 26, 2024 10:38 AM  
**To:** City Clerk  
**Subject:** [EXTERNAL] AiC at JFK Park Summer 2025

Hi Amy!

I know that it's well in advance, but Adventures in Cardboard is already looking at our summer schedule and hoping to pin down some dates that we can come back to JFK Park!

We are looking at the weeks of July 28-August 1st and August 4-8 to be out at JFK. Would we be able to run camp for those dates?

Previously we have been working with a tents-and-folding-tables system, set up out in the park itself. This has worked well for us and we are happy to keep that arrangement, but we were curious about shelter rentals. The JFK shelter is listed at \$100/day to rent. I was wondering whether there would be any discounted rate for renting it for a whole week? If this is not the case, we are hoping to be able to continue with our previous arrangement of the city - to set up in the park and have use of the park trails for \$100/week.

We are so thankful and grateful for our continued relationship with the City of East Helena in putting on our camp!

I hope to hear from you soon,  
-Eric Dymit, Co-Director Adventures in Cardboard Montana

**ADVENTURES IN CARDBOARD  
MONTANA**

CITY OF EAST HELENA  
306 E MAIN ST / PO BOX 1170  
EAST HELENA, MT 59635  
(406) 227-5321

ORIGINAL COUNCIL MEETING DATE: 12/17/2024

Agenda item:

East Helena Letter of Support

From:

Mayor Harris

Initiated by City:     ☒ YES            ☐ NO            (check one)

Department:

Planning & Zoning

Presented by:

Mayor Harris

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Draft letter attached...

Attachments:            ☒ YES            ☐ NO            (check one)

Date submitted:

RECOMMENDATIONS:

Approve for agenda:

☐ YES

☐ NO

Initial:

Referred to Dept. Head for resolution:

☐ YES

☐ NO

Referred to \_\_\_\_\_:

☐ YES

☐ NO

Agenda requests must be submitted to East Helena City Hall by noon the Wednesday prior to the Tuesday council meeting.

Governor Greg Gianforte  
P.O. Box 200801  
Helena, Montana 59620-0801

Re: East Helena Trustee Reappointment - Montana Environmental Trust Group

Dear Governor Gianforte:

We represent a multitude of organizations, from public and private sectors, who operate in East Helena, Montana. Since the 2009 appointment by the Federal District Court Trustee, we have developed a strong working relationship with the Greenfield Environmental Trust Group as Trustee of the Montana Environmental Custodial Trust and Greenfield's East Helena, Montana-based subsidiary Montana Environmental Trust Group (METG). METG oversees three State Lead cleanups at Back Pine near Phillipsburg, Iron Mountain near Superior, Mike Horse Mine near Lincoln and the former ASARCO site in East Helena. METG's role is to protect human health and the environment and to fulfill the environmental obligations of ASARCO and to redevelop the former ASARCO properties. The original five-year appointment occurred in 2009, following a rigorous interview process with several environmental trustees. METG has been reappointed by the US and State of Montana in 2014 and 2020.

The five-year reappointment is due in 2025 and we write today to strongly urge you as the State of Montana Trustee to reappoint METG as the trustee to complete the environmental remediation and restoration and to dispose of the remaining assets at the former ASARCO East Helena site. Since 2009, METG has substantially completed cleanup measures at the former smelter and has donated, sold or transferred 1,663 acres of the approximately 2,000 acres of former ASARCO properties. It is important to maintain the established relationships at this critical time of closure in the cleanup and redevelopment process.

Our organizations represent the East Helena entities who have worked most closely in partnership to participate as stakeholders with METG in this major environmental cleanup process and redevelopment. We have great momentum and major outcomes in-progress in the community as we speak. All of these efforts and the outcomes that have come to fruition including: the parkland, trails and creek access; new elementary and high schools, water systems for the city, business development (Town Pump), and affordable housing have been envisioned and carefully curated by members of the community and stakeholders who have a true, vested interest in the betterment of the residents and community of East Helena. Our experiences in working with METG, in

their role as trustee, reflect the highest trust, integrity, and respect. METG has led with transparency, honesty, and proven capability in its role as trustee.

There are many reasons we would like to see the trustee reappointed. Perhaps most important is for the continuity of operations - to avoid the unnecessary financial, business, and social costs of the disruption that a change in trustee would cause. Secondly, the State of Montana and the community of East Helena have benefited greatly from the partnership with METG - East Helena has two new schools, the City of East Helena has a new drinking water well and numerous infrastructure improvements to the drinking water and wastewater systems. Finally, the last remaining component of the final cleanup is the slag pile cover and preliminary design work has already begun.

We want the success and productivity to remain and continue. There is no doubt that a disruption in the trustee would create a cascading effect of delays, problems and costs to the stakeholders and the very community for whom we are aiming to serve. It is our understanding that the United States, as beneficiary, fully supports reappointment. There is huge public support for the new projects including the Prickly Pear Land Trust parks/trails and the proposed Habitat for Humanity mixed use development. Residents are deserving of continued positive public relations. A change in the trustee at this juncture would damage the deep level of commitment and trust that we have worked hard together to build in this community and that this community has in the State of Montana too.

Please join us in supporting reappointment of METG.

Cc: Bridget Williams, EPA  
Max Greenblum, EPA  
Alan Tenenbaum, US DOJ

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Kelly Harris, City of East Helena

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Mary Hollow, Prickly Pear Land Trust

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Bill H Shropshire, American Chemet

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Dan Rispens, East Helena Schools Superintendent

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Ron Whitmoyer, East Helena Rodeo Association

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Gary Oakland, Oakland Development Group

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Mark Runkle, Mountain View Meadows

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Jacob Kuntz, Helena Habitat for Humanity

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Kevin Ore, City of East Helena Public Works