

MEETING AGENDA
CITY OF EAST HELENA
CITY HALL – 306 EAST MAIN - ROOM 110
COUNCIL MEETING: 6:30 PM
DATE: TUESDAY, JUNE 3, 2025
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 Leland

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: May 20, 2025

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

NEW BUSINESS:

1. 2nd Annual East Helena Christmas Convoy – Laura Mozer
Action: Approve/Deny/Table
2. Update from the Water Quality Protection District – Jennifer McBroom, Supervisor
Action: Information Only
3. City of East Helena and METG Water System Improvements Agreement – Public Works Director Ore
Action: Approve/Deny/Table
4. COPS Grant Application – Police Chief Sanders
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 City Council Meeting, Tuesday, June 17, 6:30 p.m., City Hall Room 110
2. East Helena City Council Meeting, Tuesday, July 1, 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 - 306 East Main Street, P.O. Box 1170, East Helena, MT 59635

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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 Dahl 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, Clerk/Treasurer Amy Thorngren, Public Works Director Kevin Ore, City Attorney Pete Elverum, and Fire Chief Roger Campbell

PUBLIC PRESENT: Retired Fire Chief Troy Maness, Lynn Maness, Kennedy Maness, McKenzie Maness, Terri Norman, Kyle Norman, Julie Stoner, Marla Rogers, Lanae Vetsch, Iris Maness, Dan Maness, Katherine Tomaski, Joe Maness, Brandon McClain, Bee McLean, Josh Kiilsgaard, Amador Monticello, Whitney Mitchell, Joe Mitchell, JoVonne Wagner, and Karter Miller

ABSENT/EXCUSED: City Judge Dennis Loveless and Police Chief Mike Sanders

(0:00:20) PRESENTATION:

1. **Appreciation of Troy Maness' 31 Years of Service and Devotion as Firefighter, Captain, Fire Chief, and Friend of the City of East Helena** – Mayor Harris commended Troy Maness for his many years of service to the city and presented a plaque to him. Troy Maness spoke briefly about his retirement. Roger Campbell discussed Troy's work and recognized his family's support. Julie Stoner commented on Troy's service. This was an information-only item.

PUBLIC COMMENTS: There were no public comments on non-agenda items.

(0:05:55) APPROVAL OF MINUTES: The draft minutes of the May 6, 2025 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: A written report for the month of April was on the council room table. City Judge Dennis Loveless was excused.

DEPARTMENTAL REPORTS:

(0:07:15) Administration – Clerk/Treasurer Amy Thorngren reported that the audit of FY24 had gone well, summer park rentals and swimming lesson registrations were arriving, and that there is a credit/debit card reader in the office now.

Police Department – A written report was on the council room table. Police Chief Mike Sanders was excused.

(0:09:30) Public Works – A written report and a map of current sewer jetting were included in the council packet. Public Works Director Kevin Ore reported that the park reservation system was being upgraded in response to increased use, the service line to the swimming pool broke and was repaired, and the mounts for the Star of David windows had arrived.

(0:13:10) Volunteer Fire Department - Fire Chief Roger Campbell reported that the first accident had been reported near the new Town Pump, the firefighters had been taking summer training, and that a resident had violated the open burning ordinance by removing debris from their lawn with a weed burner.

NEW BUSINESS:

1. **(0:15:35) East Helena Food Truck Festival - Year 2** – Whitney and Joe Mitchell requested closing East Main Street from Morton Avenue to Thurman Avenue and use of Main Street Park on Thursdays, June 12th, July 10th, and August 14th from 4:00 to 8:00 p.m. for their second annual Food Truck Festival. There was no public comment. Councilmember Leland made a motion to approve use of Main Street Park at no charge, closing a section of East Main Street, and a blanket business license for the event. Councilmember Feist seconded the motion. The motion passed unanimously.
2. **(0:32:05) Cornhole Tournament Fundraiser** – Local student Karter Miller requested Council's approval to use Main Street Park on July 19th from 9:00 a.m. to 12:00 p.m. for a 50/50 cornhole tournament to raise money for a school trip to France. There was no public comment. Councilmember Feist made a motion to approve use of Main Street Park for the event. Councilmember Ferguson seconded the motion. The motion passed unanimously.
3. **(0:34:35) Fee Waiver, School District #9, JFK Park and Pavilion** – Public Works Director Ore presented the school district's request to use the park during the final days of the school year as they have in previous years. There was no public comment. Councilmember Leland made a motion to approve use of Kennedy Park and pavilion at no charge. Councilmember Dahl seconded the motion. The motion passed unanimously.
4. **(0:35:25) Sewer System Revenue Bond Resolution** – The draft bond resolution was attached. Mayor Harris noted that work had already begun on the project. Council discussed the wastewater rate increase and how it factored into the payments on the loans. There was no public comment. Councilmember Dahl made a motion to approve Resolution 618. Councilmember Feist seconded the motion. The motion passed unanimously.

(0:39:00) MAYOR'S REPORT: Mayor Harris reported that he went on a vacation, attended meetings regarding the FY26 budget, and that a big water rights meeting was forthcoming.

COUNCILMEMBERS' REPORTS:

(0:40:55) Don Dahl reported that he attended the FY24 audit exit interview.

Judy Leland had nothing to report.

(0:41:25) Wesley Feist reported that he attended the Helena Area Chamber of Commerce Business Expo, visited with Librarian Andrea Eckerson about a volunteer coordination event, attended Community Blend, and attended the MBAC board meeting.

(0:43:35) Suzanne Ferguson reported that she had just returned from vacation and had been emailing with a citizen about a section of Clinton Street that cannot be paved.

(0:44:10) LEGAL REPORT: City Attorney Elverum reported the police department was looking for a new officer and that court was going well.

(0:45:15) PAYMENT OF BILLS: Claims 298760 through 298809 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, June 3, 6:30 p.m., City Hall Room 110
2. East Helena City Council Meeting, Tuesday, June 17, 6:30 p.m., City Hall Room 110

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

ATTEST:

Clerk/Treasurer

Mayor



Public Works Department

Proud to serve our Community

June 3rd, 2025

1.) WWTP Report

- We had our progress meeting with Prospect Construction on headworks construction. Project is on schedule and going well, continuing to pour more concrete.
- Replaced bad control module for M.T. Ave lift pump.
- Still waiting comments from DEQ for ground water discharge permit application.
- Read meter at new Town Pump west location for the R/V Dump. For the month of May 23,680 Gallons. Utilities Clerk has a process in place for billing.

2.) Metal Removal Building

- New reject pump is still on order.
- No Violations for the month of May.
- Tom Tenneson got the small access door installed for cleaning out sand in reject well.

3.) Source Water Report

- Crews pulled the M.C. Creek aerator. Sending in for repair.
- Submitted our Consumer Confidence reporting to DEQ.

4.) Solid Waste Report

- Garbage truck has been working as designed.

5.) Parks

- Mark Morgon got all parks fertilized and weed sprayed.
- Parks have been very busy.
- Declan is back to work helping Steve. (Welcome back Declan)

6.) Pool

- The pool opens Tuesday June 10th.
- Hired 5 new lifeguards, Kimber will be performing Red Cross lifeguards training. Total of 12 Lifeguards.
- Waiting on estimates for roof repair at swimming pool main building.
- Ordered a replacement pool vacuum.

7.) Streets

- Crews started to mow rights-of-way and lower park area behind JFK. (Thanks, Torrey)
- I reached out to Matthew Strizich from Federal Highways, still no timeline for Raise/Build Grants going forward.
- Cap paving will be fixing some smaller patch work in town.

8.) Facilities

- Waiting on estimate for roof repairs at city hall.
- Historical society had some electrical work inside the depot. This is pass through money and I have invoiced them already for this work.

9.) Resident/City Information and Events

- Spring Yard Clean up this week of June 1st.
- Working away on budget spreadsheets.

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

ORIGINAL COUNCIL MEETING DATE: 06/03/2025

Agenda item:

Montana Trucking Association Christmas Convoy in East Helena

From:

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

Department:

Presented by:

Montana Trucking Association

Action requested:

We would like to host a Christmas Convoy in East Helena. Saturday December 6, 2025 6-8:30pm

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Montana Trucking Association would like to continue the Christmas Convoy this year. Starting Location and route change. Would start at Montana Materials located off Lake Helena Drive - turn right and head into East Helena. Same route as last year- opposite direction.

Attachments: ☐ YES ☐ NO (check one)

Date submitted:

May 29, 20204

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.

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

ORIGINAL COUNCIL MEETING DATE: 06/03/2025

Agenda item:

Update from the Water Quality Protection District

From:

Jennifer McBroom, Supervisor

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

Department:

Presented by:

Jennifer McBroom

Action requested:

Information Only

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Program Update from the Lewis & Clark County Water Quality Protection District.

Attachments: ☐ YES ☐ NO (check one)

Date submitted:

May 28, 2025

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.

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

ORIGINAL COUNCIL MEETING DATE: 06/03/2025

Agenda item:

City of East Helena and METG Water System Improvements Agreement

From:

City of East Helena

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

Department:

Water

Presented by:

Public Works Director Kevin Ore

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

City staff is requesting approval for Mayor Harris to sign updated letter of agreement for water system improvements between METG and the City of East Helena. See included agreement.

Attachments: ☒ YES ☐ NO (check one)

Date submitted:

May 21, 2025

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.



By Electronic Mail

May 20, 2025

The Honorable Kelly Harris
Mayor
City of East Helena
306 E. Main Street
East Helena, Montana 59635

Dear Mayor Harris:

This letter (Agreement) sets forth the agreements between the Montana Environmental Trust Group, LLC, not individually but solely in its representative capacity as Trustee of the Montana Environmental Custodial Trust (the Custodial Trust), and the City of East Helena (the City) in connection with the City's installation of certain improvements to the City's water infrastructure (City Water Projects).

I. Background

Since 2020, the Custodial Trust has been working with the City on the implementation of the City Water Projects included in the City's [April 2018 Water Master Plan](#) and [February 2024 Master Plan Update](#). The Custodial Trust has funded the City's contractors and/or implemented and funded the City Water Projects described in the May 9, 2022 letter agreement between the Custodial Trust and the City (see [Attachment 1](#)). This Agreement memorializes the further agreements and understandings by and between the City and the Custodial Trust relative to the City Water Projects.

II. New Public Water Supply Well

The City hereby confirms that all work related to the Custodial Trust's obligations and commitments to provide the City with a new public water supply well (Wylie Well #4) have been fulfilled, including but not limited to all activities described in ¶¶ II.1 through II.6 of [Attachment 1](#). By executing this Agreement, the City confirms that it is solely responsible for ownership, operation, maintenance, and use of Wylie Well #4.

III. Wylie Well #3

Based on water quality data (which indicates that the selenium plume from the Site is shrinking and moving further from Wylie Well #3) and pumping rates from Wylie Well #3, the City hereby restates its decision not to abandon Wylie Well #3. Accordingly, the City and the Custodial Trust agree that the Custodial Trust will not abandon Wylie Well #3.

IV. McClellan Tank Caissons, Radial Wells, and Orthophosphate Systems

The City hereby confirms that all work related to the McClellan Tank Caissons, the Radial Wells, and the City's Orthophosphate Injection System, including but not limited to all activities described in ¶¶ III.1 through III.5 of Attachment 1, are complete and the Custodial Trust has fulfilled all obligations to the City related to the funding and/or implementation of these projects.

V. Chlorination Improvements

The City and the Custodial Trust hereby agree that unexpended funds remaining in the EPA-approved Total Budget (as defined in ¶ VII.2 below), if any, may be used to fund the City's reasonable costs to install and/or improve chlorination systems for any one of the Wylie Wells (Chlorination Improvements) so long as such costs do not exceed the Total Budget.

VI. Reimbursement of City Costs

The City and the Custodial Trust agree that: (i) to the extent there are unexpended funds remaining in the EPA-approved Total Budget and such costs do not exceed the Total Budget, the Custodial Trust will reimburse the actual costs incurred by the City's Engineer and Contractor to implement the Chlorination Improvements; (ii) any such reimbursement by the Custodial Trust will be paid directly to the City within 30 days of receipt of a complete invoice and appropriate documentation of progress to date; (iii) the unexpended funds remaining in the EPA-approved Total Budget are unlikely to cover the City's total costs to implement the Chlorination Improvements; and (iv) the City has or will identify alternate sources of funding to successfully implement the Chlorination Improvements.

VII. City and Custodial Trust Acknowledgements and Agreements Relative to the City Water Projects

1. The Custodial Trust's responsibilities to fund and implement any City Water Projects are subject to the terms and conditions of the Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of Texas, Corpus Christi Division in the matter of *In re*:

Asarco LLC, et al., Case No. 05-21207 and related Environmental Custodial Trust Agreement (the Asarco Bankruptcy Agreements).

2. EPA has approved a total budget of \$2,591,726 (the Total Budget) to fund the City Water Projects from the East Helena Cleanup Account. The City understands that the Custodial Trust cannot expend more than the Total Budget.
3. The City hereby confirms that it has secured the required approvals of the East Helena City Council to enter into this Agreement.
4. The City releases the Custodial Trust, Greenfield Environmental Trust Group, Inc. (and its contractors, and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State of Montana (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the Releasees) from and against, and irrevocably and unconditionally waives and covenants not to sue the Releasees with respect to, any liability or claim arising out of or related to this Agreement and/or implementation of the City Water Projects.
5. The City and the Custodial Trust agree to cooperate with each other on all aspects of the City Water Projects.
6. The City and the Custodial Trust agree to comply with the terms of the Asarco Bankruptcy Agreements and all laws, requirements and regulations associated with the City Water Projects.
7. This Agreement shall not be effective until the Custodial Trust has received written approval of the Agreement from the U.S. Environmental Protection Agency.
8. This Agreement contains the entire agreement between the City and the Custodial Trust and supersedes all prior agreements between the parties relative to the City Water Projects.
9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or digital signatures shall have the same force and effect as original handwritten signatures.

The Honorable Kelly Harris, Mayor
May 20, 2025
Page 4

If the City concurs with the foregoing, please sign where indicated below and return this Agreement to the Custodial Trust via email at cb@g-etg.com.

Sincerely,

Montana Environmental Trust Group, LLC, not individually
but solely in its representative capacity as Trustee of the
Montana Environmental Custodial Trust
By: Greenfield Environmental Trust Group, Inc., Member

By: _____
Cynthia Brooks, President

AGREED TO AND ACCEPTED:

City of East Helena, Montana

By: _____
Name: Kelly Harris
Title: Mayor, City of East Helena
Date: _____

cc: Bridget Williams—EPA
 Pete Elverum—City of East Helena
 Max Greenblum—EPA
 Erica Menard—Custodial Trust
 Jen Roberts—Custodial Trust
 Kevin Ore—City of East Helena

Attachment 1 – May 9, 2022 Letter Agreement Between Custodial Trust and City



Montana Environmental Trust Group, LLC
Trustee of the Montana Environmental Custodial Trust
PO Box 1189, Helena, Montana 59624
Telephone (1): (617) 448-9762

May 9, 2022

The Honorable Kelly Harris
Mayor
City of East Helena
306 E. Main Street
East Helena, Montana 59635

Dear Mayor Harris:

This letter (Agreement) sets forth the agreements between the Montana Environmental Trust Group, LLC, not individually but solely in its representative capacity as Trustee of the Montana Environmental Custodial Trust (the Custodial Trust), and the City of East Helena (the City) in connection with the installation of a new public water supply (PWS) well and other water system improvements requested by the City.

I. Background

In 2019, the State of Montana (through the Natural Resources Damage Program [NRDP]) asked the Custodial Trust and the U.S Environmental Protection Agency (EPA) if they would agree to fund and implement certain improvements to the City's water infrastructure systems (the City Water Projects) that might otherwise have been funded from the NRDP's East Helena Restoration Fund. The proposed City Water Projects were included in the City's April 2018 Water Master Plan (the Master Plan). Since then, the Custodial Trust has been working with the City to implement the City Water Projects described in this Agreement.

II. New Public Water Supply Well (PWS)

1. New PWS Well Site. In 2020, the Custodial Trust installed a PWS test well at a site selected by the City (on City-owned property near the Wastewater Treatment Plant [WWTP]). Although it was drilled to a depth of ± 400 ft, the test well's low yields (± 90 gpm) were a concern to the City. Based on the WWTP well results, the Custodial Trust presented two PWS well options to the City: 1) installing a new PWS well in one of two locations along Wylie Drive; or 2) installing two (2) PWS wells (instead of 1 PWS well) on the City's WWTP property to meet the City's water production goals. The Custodial Trust also documented its understanding of the Custodial Trust and City roles and responsibilities.¹ In response, the City asked the Custodial Trust to further evaluate both options and confirmed its concurrence with the Custodial Trust's understandings.² After reviewing the Custodial Trust's findings, the City selected the

¹ The Custodial Trust presented two PWS well options in an April 29, 2020 letter to the City (see [Attachment 1](#)).

² On May 6, 2020, the City responded to the Custodial Trust's April 29, 2020 letter from the Custodial Trust (see [Attachment 2](#)).

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 2

Wylie Drive options,³ which required one of two private landowners to grant an easement to the City for a future PWS well (the PWS Easement).

2. New PWS Well Easement. Following extensive negotiations with the landowner willing to consider a grant of easement to the City (Larry St. Clair) and the City, the Custodial Trust reached an agreement with Mr. St. Clair (the Landowner Agreement) that set forth the terms under which Mr. St. Clair might grant a PWS Easement to the City. In February of 2021, the City's obligations under the Landowner Agreement were approved by the City Council.⁴ In March of 2021, the Custodial Trust installed a test well on Mr. St. Clair's property with yields of more than 370 gpm. Based on test well results, the Custodial Trust and the City agreed to proceed with design, permitting and installation of a new PWS well to be located on the St. Clair property, hereafter referred to as Wylie Well #4. The PWS Well Easement granted by Larry and Valerie St. Clair to the City was recorded by the Lewis and Clark County Clerk on November 3, 2021 (see Attachment 5). The City-approved final amended plat of minor subdivision for Mr. St. Clair's property was also recorded (see Attachment 6).
3. Wylie Well #4 Permits. The Custodial Trust has funded and completed the design and technical support for the City's permit applications from the Montana Department of Environmental Quality (MDEQ) required to site Wylie Well #4 on the PWS Easement and tie-in Wylie Well #4 to the City's water system. The City executed and submitted all applications, forms and reports and received all MDEQ permits required to install Wylie Well #4. Additionally, unless otherwise agreed to in writing by the City and the Custodial Trust,⁵ the City will apply for and secure any other permissions, permits and approvals required to connect Wylie Well #4 to the City's water distribution system, provide utilities required to operate and maintain Wylie Well #4, startup and operate Wylie Well #4, and fulfill the City's obligations under the Landowner Agreement.
4. Wyle Well #4 (And Other City) Water Rights. The Custodial Trust will continue to provide technical support to assist the City (and the City's Public Works Director, Engineer and Attorney) with addressing discrepancies in the City's existing water rights, including: (i) participating in meetings with Department of Natural Resources and Conservation (DNRC); (ii) completing appropriate portions of DNRC Form 606 NIR

³ In a June 4, 2020 email, the City asked the Custodial Trust to pursue one of the two Wylie Drive options (see Attachment 3).

⁴ The City Council approved the PWS Easement provisions required by Mr. St Clair at its regular meeting on February 16, 2021 (see Attachment 4), which allowed the Custodial Trust and Mr. St Clair to memorialize their agreement on February 19, 2021 (the Landowner Agreement).

⁵ As described in ¶ 11.6.b, If portions of the Wylie Well #4 construction are performed by the City's contractor (with funding provided by the Custodial Trust), the City's contractor will be responsible for securing all permits and approvals associated with such construction work.

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 3

– Application to Change an Existing Non-Irrigation Water Right to change the place of use and/or point of diversion for existing water rights 133655 (Wylie Well #1), 133656 (Wylie Well #2), 62231 (Wylie Well #3), 70576 (Radial Well #1), 70577 (Radial Well #2) and 71895 (water reservation); and (iii) transferring the City's existing water reservation from Wylie Well #1 to Wylie Well #4. The City agrees that it has primary responsibility for securing the required changes in its water rights and that the Custodial Trust's role will be limited to providing certain technical and logistical support.

5. Design of Wylie Well #4 and Appurtenances.

The Custodial Trust has funded and completed the design of Wylie Well #4 and all waterline and other utility connections and appurtenances associated with operating Wylie Well #4. The City has approved all final design documents and is responsible for securing agency approval of all required documents and applications.

6. Construction of Wylie Well #4

- a. Well Installation. The Custodial Trust will be responsible for funding, drilling, developing, logging, sampling, completing and testing the steel-cased Wylie Well #4. The City agrees to assume responsibility for final startup, permitting and operation of Wylie Well #4 after the Custodial Trust has: successfully performed and documented the pump test results; confirmed that water quality requirements have been met; and completed and submitted the well installation and completion report, including all as-built drawings and other documentation, to the City.
- b. Waterline Connections, Utilities and Appurtenances. The City will be responsible for: (i) connecting Wylie Well #4 to the water main in the Wylie Drive right-of-way; (ii) installing hook-ups for all electric and gas utilities required to operate Wylie Well #4 (as well as utilities and hook-ups required under the Landowner Agreement, including gas and electric service to Landowner's future building site); (iii) constructing the Wylie Well #4 well house and fencing;⁶ (iv) procuring and installing all mechanical and electrical equipment;⁷ (v) procuring and installing all SCADA, telemetry and controls; (vi) purchasing and installing the well pump; (vii) installing a gravel access road from Wylie Drive to Wylie Well #4; and (viii) grading and seeding the PWS Easement area post-construction (collectively, the Well Improvements). The City will be responsible for ensuring that construction of the Well Improvements will be performed in compliance with all DEQ and any other applicable permits and approvals, including, but not limited to: traffic control and

⁶ The Wylie Well #4 well house is a ±16 ft by 24 ft pump control and mechanical building where all equipment and systems required to operate the well will be located.

⁷ Mechanical and electrical equipment will include well pump and motor, valves, meters, generator, switchgear, conduit and piping.

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 4

safety requirements during construction; and testing and commissioning, the Well Improvements. The Custodial Trust will be responsible for reimbursing the City's costs associated with the Well Improvements as described in Section ¶ IV. below.

- c. Wylie Well Operations. Once the Custodial Trust has fulfilled its obligations with respect to Wylie Well #4 (as set forth above), the City will be solely responsible for the ownership, operation, maintenance and use of the Wylie Well #4. The City agrees to provide written confirmation, in a form acceptable to the Custodial Trust and EPA, that it has assumed full responsibility for Wylie Well #4 and that no further action is required by the Custodial Trust.

7. Wylie Well #3.

- a. Abandonment of Wylie Well #3. Based on water quality data (which indicates that the selenium plume from the Site is shrinking and moving further from Wylie Well #3) and yields from Wylie Well #3, the City has advised the Custodial Trust of its decision not to abandon Wylie Well #3. Accordingly, the City and the Custodial Trust agree that the Custodial Trust will not abandon Wylie Well #3.
- b. Chlorination Improvements to Wylie Well #3. The City has requested that the Custodial Trust fund improvements to the chlorination system at Wylie Well #3. Subject to EPA approval, the Custodial Trust agrees that if there are sufficient funds remaining in the Total Budget (defined hereafter in ¶ V.2) after funding and implementing Wylie Well #4 and the McClellan Improvements (defined hereafter in ¶ III), it will reimburse the reasonable costs for the City to improve the chlorination system so long as such costs do not exceed the Total Budget.

III. McClellan Tank Caissons and Radial Wells

The Custodial Trust and the City agree to work together to implement certain improvements to the McClellan Tank Caissons and access to the Radial Wells, as described below.

1. McClellan Tank Caissons Scope. Consistent with Water Supply Alternative 4 in the Master Plan, the improvements to the McClellan Creek Caissons (the Caisson Improvements) will include: (i) removing the existing subfloor in the caissons and constructing new floors, hatches, and buildings to provide protection to the caissons; (ii) installing turbine pumps, level monitoring equipment, telemetry systems and controls (including HVAC, piping, mechanical and electrical equipment and systems) to tie into the City's SCADA systems; and (iii) following completion of construction activities, grading, seeding and fertilizing impacted areas.
2. Radial Well Access Scope. Consistent with McClellan Source Access Alternative 2 in the Master Plan, the Radial Well Access improvements will consist of installation of a

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 5

pedestrian bridge across McClellan Creek between Radial Wells #1 and #2 so that City personnel can safely access the Radial Wells without having to drive or walk through McClellan Creek to perform routine well maintenance (the Radial Access Improvements).

3. Caisson Improvements Design. The City and the Custodial Trust agree that: (i) the Custodial Trust has funded and completed design and permitting of the Caisson Improvements, which has been approved by the City; and (ii) the Custodial Trust has no further obligations with respect to design or permitting of the Caisson Improvements.
4. Radial Access Design. The City and the Custodial Trust agree that: (i) the Custodial Trust has funded and completed design and permitting of the Radial Access Improvements, which has been approved by the City; and (ii) the Custodial Trust has no further obligations with respect to design or permitting of the Radial Access Improvements.
5. Construction of Caisson Improvements and Radial Access. The City and the Custodial Trust agree that: (i) the City will be responsible for construction of the Caisson Improvements and Radial Access Improvements which will be implemented by the City's contractor; (ii) the City will be solely responsible for the ownership, operation, maintenance and use of the Caisson Improvements and Radial Access Improvements; and (iii) the Custodial Trust will reimburse the City's costs as described in ¶ IV.

IV. Reimbursement of City Costs

The City and the Custodial Trust agree that: (i) the Custodial Trust will reimburse the actual costs incurred by the City's Contractor to construct and commission the Well Improvements, the Caisson Improvements and the Radial Access Improvements (collectively the Improvements); (ii) such reimbursement by the Custodial Trust will be paid directly to the City within 30 days following receipt of a complete invoice and appropriate documentation of progress to date; (iii) the City will notify the Custodial Trust of any changes or conditions that could result in an increase in the costs to be reimbursed to the City as set forth in the City's February 10, 2022 Certified Bid Tabulations for the City's Selected Bidder (the Bid Amounts) for each of the Improvements, which notice will be within three (3) business days after City first learns about the potential increase; and (iv) the City understands that the Custodial Trust has no obligation to pay more than total Bid Amounts for each Improvement unless such additional costs are approved in writing by the Custodial Trust consistent with the Asarco Bankruptcy Agreements (as defined in ¶ V.1 below).

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 6

V. City and Custodial Trust Acknowledgements and Agreements Relative to the City Water Projects

1. The Custodial Trust's responsibilities to fund and implement the City Water Projects are subject to the terms and conditions of the Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of Texas, Corpus Christi Division in the matter of *In re: Asarco LLC, et al.*, Case No. 05-21207 and related Environmental Custodial Trust Agreement (the Asarco Bankruptcy Agreements).
2. EPA has approved a total budget of \$2,591,726 (the Total Budget) to fund the City Water Projects from the East Helena Cleanup Account. The City understands that the Custodial Trust cannot expend more than the Total Budget and any increase in the Total Budget may not be approved by EPA.
3. The City agrees to cooperate with and execute such forms and applications as may be reasonably requested by the Custodial Trust and its contractors in connection with implementation of the City Water Projects.
4. The City hereby confirms that it has secured the required approvals of the East Helena City Council to enter into this Agreement.
5. The City releases the Custodial Trust, Greenfield Environmental Trust Group, Inc. (and its contractors, and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State of Montana (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the Releasees) from and against, and irrevocably and unconditionally waives and covenants not to sue the Releasees with respect to, any liability or claim arising out of or related to this Agreement and/or implementation of the City Water Projects.
6. The City and the Custodial Trust agree to cooperate with each other on all aspects of the City Water Projects.
7. The City and the Custodial Trust agree to comply with the terms of the Asarco Bankruptcy Agreements and all laws, requirements and regulations associated with the City Water Projects.
8. This Agreement shall not be effective until the Custodial Trust has received written approval of the Agreement from EPA.

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 7

9. This Agreement contains the entire agreement between the City and the Custodial Trust.
10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the City concurs with the foregoing, please sign where indicated below and return to the Custodial Trust.

The Custodial Trust looks forward to continuing to work with the City on the important City Water Projects.

Sincerely,


Montana Environmental Trust Group, LLC, not individually
but solely in its representative capacity as Trustee of the
Montana Environmental Custodial Trust
By: Greenfield Environmental Trust Group, Inc., Member

By: **Cynthia Brooks**
Cynthia Brooks, President

Digitally signed by
Cynthia Brooks
Date: 2022.05.09
10:00:31 -04'00'

AGREED TO AND ACCEPTED:

City of East Helena, Montana

By: 
Name: Kelly Harris
Title: Mayor, City of East Helena
Date: 9/19/2022

The Honorable Kelly Harris, Mayor
April 26, 2022
Page 8

cc: Bob Anderson—Hydrometrics
Bridget Williams—EPA
Pete Elverum—City of East Helena
Lauri Gorton—Custodial Trust
Max Greenblum—EPA
Erica Menard—Custodial Trust
Mark Rhodes—Hydrometrics
Jen Roberts—Custodial Trust
Kevin Ore—City of East Helena

Attachments:

Attachment 1 – April 29, 2020 Letter to City from Custodial Trust

Attachment 2 – May 6, 2020 Letter to Custodial Trust from City

Attachment 3 – June 4, 2020 Email to Custodial Trust from City

Attachment 4 – February 16, 2021 City Council Meeting Minutes

Attachment 5 – November 3, 2021 Filed Grant of Easement by St. Clair to City

Attachment 6 – November 3, 2021 Filed Amended Plat of St. Clair Minor Subdivision

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

ORIGINAL COUNCIL MEETING DATE: 06/03/2025

Agenda item:

COPS Grant Application

From:

Police Chief Mike Sanders

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

Department:

Police

Presented by:

Police Chief Mike Sanders

Action requested:

Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

The department is requesting approval to apply for a second Community Oriented Policing Services (COPS) grant.

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.