

MEETING AGENDA
CITY OF EAST HELENA
CITY HALL – 306 EAST MAIN - ROOM 110
COUNCIL MEETING: 6:30 PM
DATE: TUESDAY, OCTOBER 7, 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 Dahl

HELENA FOOD SHARE PRESENTATION: Program Director Kara Snyder
Action: Information Only

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:

1. September 16, 2025 – Action: Approve/Deny/Table
2. September 25, 2025 – Action: Approve/Deny/Table

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. Request to Place a Memorial Park Bench along Prickly Pear Creek – Pat & Eva Bertagnolli
Action: Approve/Deny/Table
2. 701 E Lewis St Encroachment Permit Application – Will & Rachael Gold
Action: Approve/Deny/Table
3. METG Exempt Survey Boundary Line Relocation – Mayor Harris
Action: Approve/Deny/Table
4. City Attorney Elverum’s Contract Agreement – Mayor Harris
Action: Approve/Deny/Table

5. Selection of Garbage Truck Contract – Mayor Harris
Action: Approve/Deny/Table
6. West Riggs Street Overly Project – Public Works Director Ore
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, October 21, 6:30 p.m., City Hall Rm 110
2. East Helena City Council Meeting, Tuesday, November 4, 6:30 p.m., City Hall Rm 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



WELCOME TO



Helena Food Share Programs

Grocery Share Services:

- Market at the Community Food Resource Center, 1280 Boulder Ave
- East Helena Mobile Pantry, Prickly Pear Ave
- Lincoln Mobile Pantry, Pure View Health, and the VA

Targeted Programs:

- Kids – Weekly Kid Packs for supplemental weekend nutrition
- Seniors – Commodities & Farmers Market Coupons
- Urgent Need – Emergency Food Packs

Nutrition & Special Events:

- Ready-to-Eat Meals – entrees, soups, salads & more
- Charlie Cart – food prep demos & Market samples
- Montana Harvest of the Month – product demos & recipes
- Demonstration garden – fresh food offerings
- Customer Event – Summer Lot Party in June
- Holiday Meal Share – for Thanksgiving & Christmas holidays

What's New at Helena Food Share?

Grocery
Share
Market:
more than
3X the
shelving,
cooler &
shopping
area than
the previous
Pantry



“I had heard a lot of news about the new building, how they were aiming at dignity and integrity. After I had come home from my visit, I was overwhelmed by how nice the experience had been. The people at Food Share have done the impossible. **They brought dignity and personal integrity to a very awkward situation for most.**”

Charlotte

What's New at Helena Food Share?



Kitchen:
rescuing
food and
providing
nutritious
meals in the
Market



Over 85% of
ready-to-eat
meals are
made from
rescued food



Serving East Helena

3,180

Grocery Share services provided to East Helena residents at the East Helena Mobile Pantry & Helena Market
– 8% of all Grocery services

4,840

Kid Packs provided to Eastgate Elementary School, East Valley Middle School, and Prickly Pear Elementary School
– 11% of all Kid Packs

178

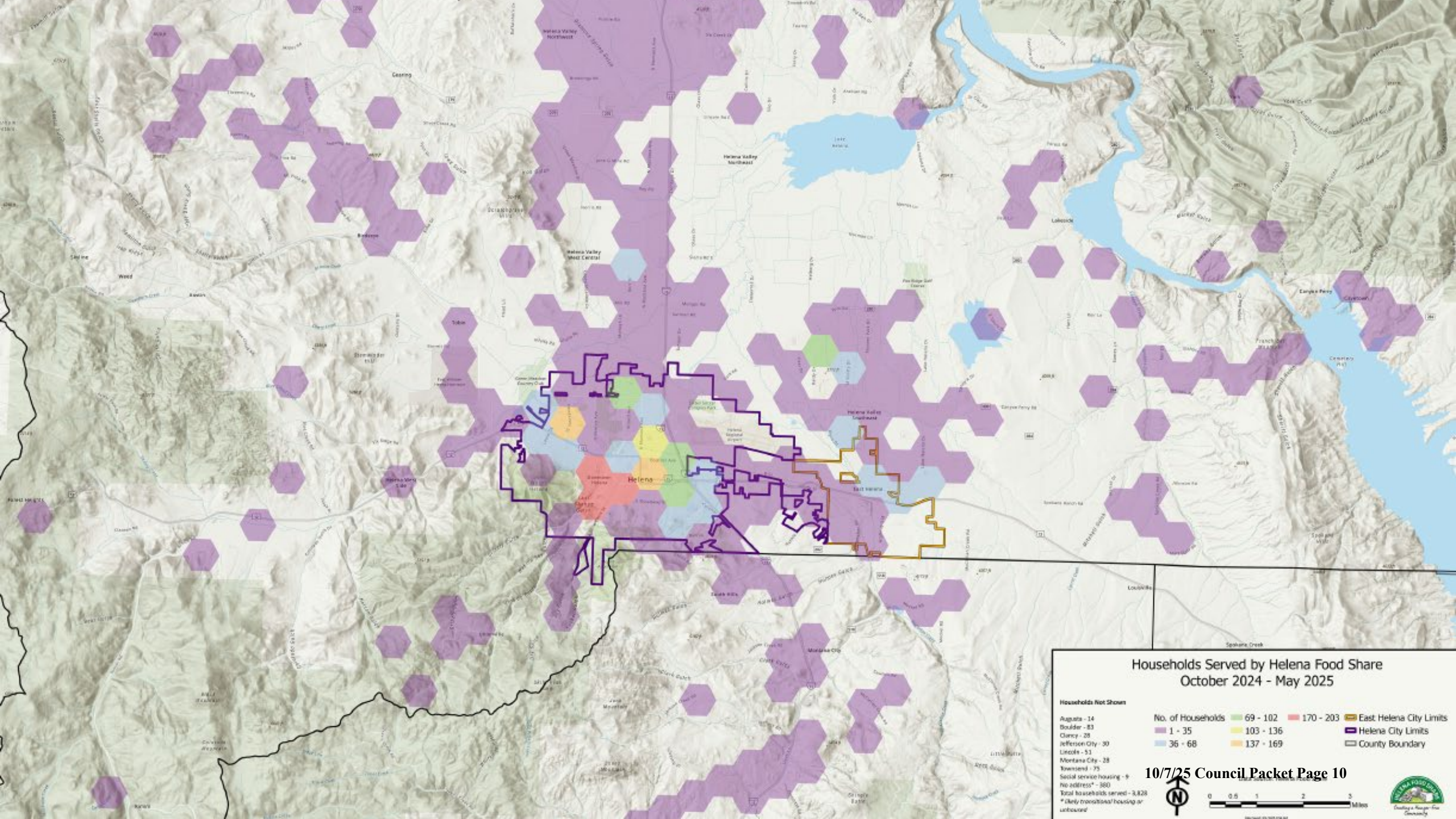
Senior Commodities boxes distributed to East Helena Senior residents
– 11% of all Sr. Commodities



Support from East Helena

213 East Helena residents supported HFS by donating either food or funds

8,051 Pounds of food donated to the Grocery Rescue Program from the East Helena IGA – reducing hunger and landfill waste



Households Served by Helena Food Share October 2024 - May 2025

Households Not Shown

- Augusta - 14
- Boulder - 83
- Clancy - 28
- Jefferson City - 30
- Lincoln - 51
- Montana City - 28
- Townsend - 75
- Social service housing - 9
- No address* - 360
- Total households served - 3,828
- * Only transitional housing or unlocated

<p>No. of Households</p> <ul style="list-style-type: none"> 1 - 35 36 - 68 	<ul style="list-style-type: none"> 69 - 102 103 - 136 137 - 169 	<ul style="list-style-type: none"> 170 - 203 East Helena City Limits Helena City Limits County Boundary
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10/7/25 Council Packet Page 10

“ I don't know what I would do without their help. **I've literally been starving,** and if it weren't for Helena Food Share and its kind people, I wouldn't really be able to have food. ”

Jody



Thank You!

*You're invited to join us any Wednesday at 11:30
for a tour of our new Community Food Resource Center*



*Creating a Hunger-Free
Community*

MEETING MINUTES
CITY OF EAST HELENA
CITY HALL – 306 EAST MAIN - ROOM 110
COUNCIL MEETING: 6:30 PM
DATE: TUESDAY, SEPTEMBER 16, 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 called the meeting to order at 6:30 p.m. Councilmember Feist 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, City Attorney Pete Elverum, Public Works Director Kevin Ore, Fire Chief Roger Campbell, City Engineer Jeremy Perlinski, Zoning Officer Jeremy Fadness, and City Engineer Trevor Larson

PUBLIC PRESENT: Joe Nistler, Landy Leep (via Zoom), Julie Stoner, Jacob Kuntz (via Zoom), Josh French (via Zoom), and Jeff Larson

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

(0:00:30) PUBLIC HEARING:

- 1. Conditional Use Permit for Multi-Family Development to Include 12 Four-Plex Buildings on the North Side of East Helena** – A copy of the staff report was included in the council packet. Zoning Officer Fadness discussed the report and conditions of approval. He recommended approval of the conditional use permit. Jeremy Perlinski of Robert Peccia & Associates answered questions regarding wastewater treatment plant capacity. This was an information-only item.
- 2. Conditional Use Permit for Multi-Family Development to Include 12 Four-Plex Buildings on the North Side of East Helena** – Written public comment in opposition to the conditional use permit had been received from Julie Stoner and Prickly Pear Estates. Mayor Harris called for public comment. (0:08:40) Joe Nistler commented in favor of the conditional use permit. (0:09:45) Landy Leep commented on wastewater treatment plant capacity regarding the conditional use permit. (0:11:10) Jeff Larson commented in support of the conditional use permit. (0:12:05) Julie Stoner commented in opposition to the conditional use permit. (0:14:50) Jacob Kuntz commented on wastewater treatment plant capacity regarding the conditional use permit.
- 3. Conditional Use Permit for Multi-Family Development to Include 12 Four-Plex Buildings on the North Side of East Helena** – Joe Nistler, Jeff Larsen, Jeremy Fadness, and Jeremy Perlinski answered questions from Council. Councilmember Feist made a motion to approve the conditional use permit with consideration for

amendment to the seventh condition. Councilmember Dahl seconded the motion. The motion passed unanimously.

(0:30:45) WASTEWATER TREATMENT PLANT UPGRADE PRESENTATION:

Jeremy Perlinski of Robert Peccia & Associates presented the second part of his presentation on upgrades to the wastewater treatment plant. He answered questions from Council. This was an information-only item.

PUBLIC COMMENTS: There was no public comment on any non-agenda items.

(1:15:50) APPROVAL OF MINUTES: A copy of the draft minutes of the September 2, 2025 meeting was included in the council packet. There was no public comment. Councilmember Leland made a motion to approve the minutes as presented. Councilmember Feist seconded the motion. The motion passed unanimously.

CITY COURT REPORT: City Judge Dennis Loveless was excused.

(1:16:10) DEPARTMENTAL REPORTS:

Administration – A copy of the Planning Board & Zoning Commission Roster was included in the council packet. Clerk/Treasurer Amy Thorngren reported that the FitLot classes at Kennedy Park had concluded another successful season.

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

Public Works – A written report was included in the council packet. Public Works Director Kevin Ore reported that a request for proposals for a garbage truck would be published soon, a meeting with Federal Highways regarding the BUILD grant was upcoming, pavement repairs on Montana Avenue are scheduled for October 16th and 17th, and that the front door of city hall would be replaced on Friday.

Volunteer Fire Department - Fire Chief Roger Campbell had left by this time.

NEW BUSINESS:

1. **(1:21:50) Resolution No. 633 to Authorize Submittal of MCEP Infrastructure Planning Grant** – A copy of the draft resolution was included in the council packet. There was no public comment. Councilmember Feist made a motion to approve Resolution 633. Councilmember Leland seconded the motion. The motion passed unanimously.
2. **(1:22:30) Request to Close City Hall Administration Office Friday, November 28, 2025 and Allow Staff to Use Vacation Time** – Mayor Harris presented the admin office staff's annual request to close the office the day after Thanksgiving. There was no public comment. Councilmember Leland made a motion to approve the request. Councilmember Feist seconded the motion. The motion passed unanimously.

(1:23:25) MAYOR'S REPORT: Mayor Harris reported that he had been in discussions regarding budgeted personnel and meetings regarding the reconstruction of Montana Avenue/Valley Drive. He noted that METG's custodial appointment was still in limbo and that a letter had been received from Lieutenant Governor Juras regarding water rights for the city.

(1:25:30) COUNCILMEMBERS' REPORTS:

Don Dahl had nothing to report.

Judy Leland had nothing to report.

Wesley Feist reported that a former resident wants to put a bench along Prickly Pear Creek, he attended the Chamber of Commerce awards breakfast, met with members of Helena Regional Sports Association, attended the Montana Jewish Project's window dedication, attended a Rose Hills Subdivision community listening session, attended Coffee with the Chamber, and accepted the Community Relations position for NorthWestern Energy.

Suzanne Ferguson had nothing to report.

(1:27:50) LEGAL REPORT: City Attorney Elverum advised that a meeting be held to discuss Lieutenant Governor Juras' letter regarding water rights before the October 1st deadline.

(1:30:30) PAYMENT OF BILLS: Claims 299170 through 299238 were presented for Council's review. Councilmember Leland made a motion to pay the bills. Councilmember Ferguson seconded the motion. The motion passed unanimously.

MEETING SCHEDULE:

1. East Helena Planning Board Meeting, Wednesday, September 24, 6:00 p.m., City Hall Rm 110
2. East Helena City Council Meeting, Tuesday, October 7, 6:30 p.m., City Hall Rm 110
3. East Helena City Council Meeting, Tuesday, October 21, 6:30 p.m., City Hall Rm 110

ADJOURNMENT: Mayor Harris adjourned the meeting at 8:02 p.m.

ATTEST:

Clerk/Treasurer

Mayor

MEETING MINUTES
CITY OF EAST HELENA
CITY HALL – 306 EAST MAIN - ROOM 110
SPECIAL COUNCIL MEETING: 6:00 PM
DATE: THURSDAY, SEPTEMBER 25, 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 called the meeting to order at 6:00 p.m. Councilmember Ferguson led the Pledge of Allegiance.

CITY OFFICIALS & STAFF PRESENT: Mayor Kelly Harris, Council President Don Dahl, Councilmember Wesley Feist, Councilmember Suzanne Ferguson, Clerk/Treasurer Amy Thorngren, City Attorney Pete Elverum, Public Works Director Kevin Ore, City Engineer Brad Koenig, and Water Rights Attorney John Bloomquist

PUBLIC PRESENT: Jacob Kuntz and Jeremy Morris

ABSENT/EXCUSED: Councilmember Judy Leland

PUBLIC COMMENTS: There was no public comment on any non-agenda items.

NEW BUSINESS:

1. **(0:00:45 Recording 1) Discussion on City of East Helena Water Rights in Response to the Letter from Lieutenant Governor Juras** – The council packet included copies of an email and a letter dated September 15, 2025 from Lieutenant Governor Juras setting forth the state’s final effort to resolve the Prickly Pear Creek water rights presently held by the Montana Environmental Custodial Trust. A copy of the Montana Environmental Trust Group’s offer letter dated November 4, 2024 was also included for reference. Water Rights Attorney John Bloomquist’s basic overview of the Lieutenant Governor’s letter and a map of the former ASARCO property with projected land use were on the council room table. Mayor Harris gave a brief history of the events leading up to the current meeting. Water Rights Attorney John Bloomquist discussed the city’s existing water rights and future needs. City Engineer Brad Koenig discussed the city’s future water needs with respect to projected development. Mr. Bloomquist and Mr. Koenig agreed that the water rights offered could not meet the needs of the city’s projected growth and answered questions from Council.
(0:57:25 Recording 1) Mayor Harris moved the meeting to closed executive session to discuss legal strategy. Members of the public were excused from the meeting. No action was taken during the closed portion of the meeting.
(0:00:01 Recording 2) Mayor Harris reopened the meeting to the public. Council discussed their response to the Lieutenant Governor’s letter. There was no public

comment. Councilmember Ferguson made a motion to send a letter of response stating that the current offer is not adequate to meet the needs of the proposed use of the lands from the ASARCO properties and that the City of East Helena is not in a position to accept this nominal offer and seeks further discussions on an adequate amount of ASARCO water rights for the city. Councilmember Dahl seconded the motion. The motion passed unanimously.

MEETING SCHEDULE:

1. East Helena City Council Meeting, Tuesday, October 7, 6:30 p.m., City Hall Rm 110
2. East Helena City Council Meeting, Tuesday, October 21, 6:30 p.m., City Hall Rm 110

ADJOURNMENT: Mayor Harris adjourned the meeting at 7:50 p.m.

ATTEST:

Clerk/Treasurer

Mayor

DRAFT

City Clerk

From: Amanda Opitz <AOPITZ@helenamt.gov>
Sent: Monday, September 29, 2025 1:12 PM
Subject: [EXTERNAL] Public Advisory - Greater Helena MPO to Host Open Houses for Long Range Transportation Plan



DATE: 9/29/25

FOR IMMEDIATE RELEASE

Contact:
Ty Weingartner,
MPO Manager
406-447-8406
tweingartner@helenamt.gov

Greater Helena MPO to Host Open Houses for Long Range Transportation Plan

Greater Helena Area, MT – The Greater Helena Metropolitan Planning Organization (MPO) will host virtual and in-person open houses in October to assist in the development of the region’s next Long Range Transportation Plan (LRTP). This plan will guide the future of the transportation system and provide a 20-year roadmap for roadway, transit, bicycle, and pedestrian improvements.

The last LRTP was adopted in 2015. Since then, the Helena area has grown significantly. Following the 2020 Census, the population surpassed 50,000, officially designating the region as a metropolitan area and requiring the creation of an MPO. This transition brings new opportunities, responsibilities, and funding potential — making a comprehensive long-term transportation strategy essential.

Through this process, the MPO is inviting community members to share input on values, regional travel concerns, and key priorities. The final LRTP will address the evolving needs of the community, prepare for emerging technologies and innovations, align with national, state, and local initiatives, and position the region for future funding opportunities.

In-person open houses will be held at two locations on two separate dates. Attendees will have an opportunity to view exhibits, talk with the planning team, and offer input. No formal presentation will be provided. The format and content of each event will be the same, and community members are encouraged to attend at their convenience.

Helena

Helena Civic Center Ballroom (340 Neill Avenue)
Tuesday, October 21st, 3:30 to 6:30 p.m.

East Helena

Fireman’s Recreation Hall (2 E. Pacific Street)

Wednesday, October 22nd, 3:30 to 6:30 p.m.

Through the month of October, the MPO is also hosting a **virtual open house**, which will include a summary of the information provided at the in-person events and additional interactive learning opportunities. The virtual open house will be live on October 1st and can be accessed at greaterhelenampo.com/LRTP.

Community input is an important part of the planning process. Comments may be submitted at the in-person open house events, online at greaterhelenampo.com/LRTP/PUBLIC-ENGAGEMENT, or by contacting Ty Weingartner, MPO Manager, at 406-447-8406 or tweingartner@helenamt.gov.

Lewis and Clark County, the City of Helena, and the City of East Helena are committed to providing access to persons with disabilities for their meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County and Cities will not exclude persons with disabilities from participation at their meetings or otherwise deny them the County or Cities’ services, programs, or activities. Persons with disabilities requiring accommodations to attend the open houses should contact Ty Weingartner, MPO Manager, at 406-447-8406, tweingartner@helenamt.gov, or Montana Relay Service at 1-800-253-4091 or 711. Requests should be made as soon as possible to allow sufficient time to arrange for the requested accommodation.

###



Amanda Opitz
Public Information Officer
City Manager’s Office
(406) 447-8401 | aopitz@helenamt.gov
helenamt.gov



Public Works Department

Proud to serve our Community

October 7th, 2025

1.) WWTP Report

- Construction continues at wastewater treatment plant headworks and screw augers, they are hoping to start standing up the concrete walls this week.
- Have a meeting on Wednesday with City Engineer Jeremy Perlinski, METG, and Hydrometrics on sample points for ground water discharge permit.

2.) Metal Removal Building

- Operations in Metals Building have gone well this last month.

3.) Source Water Report

- Shane has completed lead and copper samples for the year.
- We are starting to look at pump upgrades and improvements to Wylie 3.
- We will be draining the M.C. Creek tank this week for the warranty inspection with D/N Tanks.

4.) Solid Waste Report

- No break downs these past couple weeks on garbage truck, and Scott is still smiling and waving as he drives around town.

5.) Parks

- Tables are all replaced at Main Street Park. (Discuss)
- We will be trimming trees at Main Street Park this next month.

6.) Pool

- Pool is closed for the Season.

7.) Streets

- Helena Sand is going to be working on pavement repairs. We are going to pave multiple repair spots on Valley Drive October 16th and 17th when school is on break. (Discuss)
- Jared performed a street light audit. We had a total of 12 lights out, reported to N.W. Energy.
- We have made all changes to the application for Federal Highways BUILD grant. We will resubmit it this week. (Discuss)

8.) Facilities

- Crews are working on parking lot light improvements at City Hall.
- Parking lot at City Hall and Rec. Hall have all been seal coated and restriped.

9.) Resident/City Information and Events

- Halloween stroll coming up.
- School District will have red ribbon parade on Oct. 22nd.
- Working with Attorney Elverum, DEQ, and DPHHS on stopping unapproved sewer connections that are being made in McDonald Trailer Park.

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

ORIGINAL COUNCIL MEETING DATE:

Agenda item:

Request to Place a Park Bench along Little Prickly Pear in memory of our son Brady.

From:

Pat & Eva Bertagnolli

Initiated by City: YES NO (check one)

Department:

City

Presented by:

Pat Bertagnolli virtually or Wes Feist

Action requested:

Permission to place bench at a location approved by city - no cost to city.

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

My name is Pat Bertagnolli, my wife Eva and I reside in Bismarck, ND. We raised our family in East Helena. Last October, we lost our son Brady while he was attending medical school overseas. As a child, Brady spent a lot of time on the Little Prickly Pear fishing, playing, etc. We would be honored to purchase a bench in his memory and place somewhere near the Little Prickly Pear in a location approved by the city. I did some research, and Barco is a national company that makes durable benches for Parks. I have attached a picture for your reference. We would cover all costs. Zero expense to the city. We appreciate your consideration. Thank you!
-Pat & Eva Bertagnolli

Attachments: YES NO (check one)

Date submitted:

September 11, 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.

This is a picture (example) of bench we would be looking at sold by a company named Barco.



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

ORIGINAL COUNCIL MEETING DATE: 10/07/2025

Agenda item:
701 E Lewis St Encroachment Permit Application

From:
Will & Rachael Gold

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:

This property has changed hands and requires an updated encroachment agreement.
Attachments: Application and draft agreement

Attachments: YES NO (check one)

Date submitted:
September 23, 2025

RECOMMENDATIONS:

Approve for agenda:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Initial: _____
Referred to Dept. Head for resolution:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to _____:	<input type="checkbox"/> YES	<input type="checkbox"/> 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

Encroachment Permit Application

In accordance with Resolution #245, the City of East Helena charges \$45.00 upon submission of an application for an encroachment permit.

Applicant: Will and Rachael Gold

Mailing Address: PO Box 377, White Sulphur Springs MT, 59745

Telephone Number: 406-380-1135

1. Applicant owns that certain property in the City of East Helena, Lewis and Clark County, State of Montana, legally described as Washington Street right-of-way running north and south, abutting the west side of Lot 1, in Block 1 of the East Helena Townsite as shown on the attached encroachment survey of Larry Marshall, dated July 14, 1993.

_____ ,
having the street address known as 701 East Lewis Street _____ ,
East Helena, Montana.

2. The encroachment for which a permit is sought encroaches on the following property or into the following right-of-way of the City of East Helena, County of Lewis and Clark, State of Montana: The west boundary line of Lot 1 Block 1, into the Washington Street right-of-way.

3. Applicant requests an encroachment permit from the City to allow Applicant to maintain as an encroachment on the aforementioned City property, the following-described existing property: A portion of a wood fence approximately 60 feet in length (north and south), encroaching a maximum of .5 feet past the west boundary line of Lot1, Block 1, into the Washington Street right-of-way.

ENCROACHMENT PERMIT AGREEMENT

THIS ENCROACHMENT PERMIT AGREEMENT is made and entered into this 7th, day of October, 2025, by and between the City of East Helena, Montana, a municipal corporation, organized and existing under the laws of the state of Montana, hereinafter referred to as “City,” and Will & Rachael Gold, of 701 East Lewis Street, East Helena, Montana 59635, hereinafter referred to as “Permittee”;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and stipulations contained in this permit agreement, the parties agree as follows:

1. City owns a Utility Easement in the City of East Helena, Lewis and Clark County, Montana, described as the Washington Street right-of-way running north and south, abutting the west side of Lot 1, in Block 1 of the East Helena Townsite as shown on the attached encroachment Survey of Larry Marshall, dated July 14, 1993 and attached hereto as Exhibit A.

2. Permittee represents that they own that certain property in the City of East Helena, Lewis and Clark County, Montana, described as Lot 1, Block 1, of the City of East Helena, Lewis and Clark County, Montana, commonly known as 701 East Lewis Street, East Helena, Montana.

3. Permittee has requested an encroachment permit from the City to allow Permittee to permanently maintain, as an encroachment on the aforementioned City property, the following described existing property:

(a) A portion of a wood fence approximately 60 feet in length (north and south), encroaching a maximum of .5 feet past the west boundary line of Lot 1, Block 1, into the Washington Street right-of-way, as shown on attached Exhibit A.

4. By issuance of this encroachment permit, City agrees to allow Permittee to maintain the existence of the encroaching property described in paragraph 3 of this agreement, on the City’s property in accordance with this agreement.

5. The parties hereto agree that when Permittee’s encroaching property is destroyed or worn out, said property shall not be repaired or replaced without the express written consent of City. Maintenance of the encroaching property of the Permittee shall be done pursuant to the exclusive direction of the City

6. Permittee agrees that they are not gaining any rights to use of any City property by execution of this agreement. Permittee recognizes and agrees that this permit is personal unto them only and that any benefit(s) conferred by this permit is not transferable by them to any other person(s) and/or entity.

7. Permittee further agrees and promises that the encroaching property, which is hereby authorized, shall not interfere with the use by the City of its property described in paragraphs 1 of this agreement. If Permittee's property does interfere with the City's use of its property at any time in the future, as determined by sole discretion of the City, City can cancel this encroachment permit by giving permittee sixty (60) days written notice of City's intent to cancel this permit agreement. At the expiration of said 60 days, Permittee shall remove, at their own expense, all of the encroaching property. If Permittee fails to do so, City shall have the right to make such removal at permittee's expense, the amount of which expense permittee shall pay to the City on demand.

8. Permittee hereby agrees to indemnify and save the City, its agents, officers, and employees harmless from any and all costs, liability, expense, or damage of any kind for personal injuries, property damage, or for loss of life or property suffered or sustained by anyone resulting from or in any way connected with or in any way arising out of the location and use of Permittee's encroaching property.

9. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party

10. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Montana

11. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

12. In the event that any legal action is filed in relation to this agreement, the unsuccessful party in such an action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF the parties have executed this permit agreement on the day and year first above written.

CITY OF EAST HELENA, MONTANA
a municipal corporation

By _____

Kelly Harris, Mayor

ATTEST:

Peter Elverum, City Attorney

“CITY”

Will Gold
“PERMITTEE”

Rachael Gold
“PERMITTEE”

STATE OF MONTANA)
 : ss.
County of Lewis and Clark)

On this _____ day of October, 2025, before me, a notary public for the State of Montana, personally appeared Kelly Harris and Peter Elverum, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

(Notarial Seal)

Printed/typed name: _____
Notary Public for the State of Montana
Residing at: _____, Montana
My Commission expires: _____

STATE OF MONTANA)
 : ss.
County of Lewis and Clark)

On this _____ day of October, 2025, before me, a notary public for the State of Montana, personally appeared John Lowe, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

(Notarial Seal)

Printed/typed name: _____
Notary Public for the State of Montana
Residing at: _____, Montana
My Commission expires: _____

Dated this 23 day of September, 2025
(day) (month) (year)

WILLIAM GOLD AND RACHAEL GOLD
Signature of Applicant

10/5/2017Encroachment App V2.docx

CERTIFICATE OF SURVEY

CREATING A UTILITY TRACT AND RELOCATING COMMON BOUNDARY LINES BETWEEN THOSE TRACTS OF RECORD UNDERLYING
TRACT A2-E1 OF CERTIFICATE OF SURVEY, DOCUMENT NO. 3388035
LOCATED WITHIN SECTION 36, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M.M.,
CITY OF EAST HELENA, LEWIS & CLARK COUNTY, MONTANA

DATE OF SURVEY
JULY 2025

PURPOSE OF SURVEY
1. TO CREATE A UTILITY TRACT
2. TO RELOCATE COMMON BOUNDARIES BETWEEN EXISTING TRACTS OF RECORD

SURVEY COMMISSIONED BY
JACOB KUNTZ, EXECUTIVE DIRECTOR, HELENA AREA HABITAT FOR HUMANITY

CURRENT PROPERTY OWNER
MONTANA ENVIRONMENTAL TRUST GROUP, LLC, A MONTANA LIMITED LIABILITY COMPANY, NOT INDIVIDUALLY BUT SOLELY IN ITS REPRESENTATIVE CAPACITY AS TRUSTEE OF THE MONTANA ENVIRONMENTAL CUSTODIAL TRUST

PERIMETER LAND DESCRIPTION
TRACT A2-E1 OF CERTIFICATE OF SURVEY NUMBER 3388035, RECORDS, LEWIS AND CLARK COUNTY, MONTANA.

CONTAINING 235.43 ACRES, MORE OR LESS, ALONG WITH AND SUBJECT TO ALL EASEMENTS OF RECORD OR APPARENT ON THE GROUND.

CERTIFICATE OF SURVEYOR
I, RYLAN J STAHLY, A REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT THE SURVEY SHOWN ON THIS CERTIFICATE OF SURVEY WAS CONDUCTED UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS ____ DAY OF _____, 20____.

RYLAN J. STAHLY, MONTANA REG. NO. 75890 LS

CERTIFICATE OF EXEMPTION FROM SUBDIVISION REVIEW
WE, THE UNDERSIGNED OWNERS OF THE PROPERTY, DO HEREBY CERTIFY THAT TRACT A2-E1-A, TRACT A2-E1-B, AND TRACT A2-E1-C ARE EXEMPT FROM SUBDIVISION REVIEW IN ACCORDANCE WITH 76-3-207(1)(g), M.C.A., WHICH STATES: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES".

"THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE AMENDED PLAT ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD."

WE FURTHER CERTIFY THAT TRACT A2-E1-D IS EXEMPT FROM SUBDIVISION REVIEW IN ACCORDANCE WITH 76-3-201(1)(h), M.C.A., WHICH STATES: "IS CREATED FOR RIGHTS-OF-WAY OR UTILITY SITES. A SUBSEQUENT CHANGE IN THE USE OF THE LAND TO A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL USE IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER."

CERTIFICATE OF EXCLUSION FROM DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW (DEQ)
WE, THE UNDERSIGNED OWNERS OF THE PROPERTY, DO HEREBY CERTIFY THAT TRACT A2-E1-A, TRACT A2-E1-B, AND TRACT A2-E1-C ARE EXCLUDED FROM DEQ REVIEW IN ACCORDANCE WITH 76-4-103, M.C.A., WHICH STATES: "WHAT CONSTITUTES A SUBDIVISION. THE PLAT FOR A SUBDIVISION MUST SHOW ALL PARCELS, WHETHER CONTIGUOUS OR NOT. A PARCEL THAT IS 20 ACRES OR MORE IN SIZE, EXCLUSIVE OF PUBLIC ROADWAYS, IS NOT SUBJECT TO REVIEW UNDER THIS PART UNLESS THE PARCEL PROVIDES TWO OR MORE PERMANENT SPACES FOR RECREATIONAL CAMPING VEHICLES OR MOBILE HOMES. THE RENTAL OR LEASE OF ONE OR MORE PARTS OF A SINGLE BUILDING, STRUCTURE, OR OTHER IMPROVEMENT, WHETHER EXISTING OR PROPOSED, IS NOT A SUBDIVISION, AS THAT TERM IS DEFINED IN THIS PART, AND IS NOT SUBJECT TO THE REQUIREMENTS OF THIS PART."

WE FURTHER CERTIFY THAT TRACT A2-E1-D IS EXCLUDED FROM DEQ REVIEW IN ACCORDANCE WITH 76-4-125(1)(g), M.C.A., WHICH STATES: "THE EXCLUSIONS CITED IN 76-3-201 AND 76-3-207(1)(f);"

PRINTED NAME AND TITLE

MONTANA ENVIRONMENTAL TRUST GROUP, LLC
TRUSTEE OF THE MONTANA ENVIRONMENTAL CUSTODIAL TRUST
BY GREENFIELD ENVIRONMENTAL TRUST GROUP, INC., MEMBER

STATE OF MONTANA
COUNTY OF LEWIS AND CLARK

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

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

NOTARY PUBLIC FOR THE STATE OF MONTANA.

CERTIFICATE OF APPROVAL - CITY OF EAST HELENA
THE CITY COUNCIL OF EAST HELENA, MONTANA, HEREBY CERTIFIES THAT IT HAS EXAMINED THIS CERTIFICATE OF SURVEY AND HAS FOUND TO THE SAME TO CONFORM TO LAW.

THE CITY COUNCIL OF EAST HELENA, MONTANA, HEREBY APPROVES THIS CERTIFICATE OF SURVEY

THIS ____ DAY OF _____, 20____.

MAYOR OF THE CITY OF EAST HELENA

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY ATTORNEY

CERTIFICATE OF COUNTY TREASURER
I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b), MCA, THAT NO REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS CERTIFICATE OF SURVEY AND ENCOMPASSED BY THE PROPOSED COMMON BOUNDARY RELOCATION ARE DELINQUENT.

TRACT A2-E1
ASSESSMENT CODE: 0000048727

DATED THIS ____ DAY OF _____, 20____.

TREASURER, LEWIS AND CLARK COUNTY, MONTANA

CERTIFICATE OF EXAMINING LAND SURVEYOR
REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND DRAFTING

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

EXAMINING LAND SURVEYOR

REG. NO. _____



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

BILLINGS
Phone: (406) 601-4055

BOZEMAN
Phone: (406) 522-9526

CODY
Phone: (307) 509-5541

3530 CENTENNIAL DR.
HELENA, MT 59601
Phone: (406) 442-2584

CERTIFICATE OF SURVEY

COUNTY: LEWIS & CLARK

PRINCIPAL MERIDIAN,
MONTANA

1/4	SEC	T	R	1/4	SEC	T	R
<input checked="" type="checkbox"/>	36	10N	3W	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10/7/25 Council Packet Page 3 OF 3							

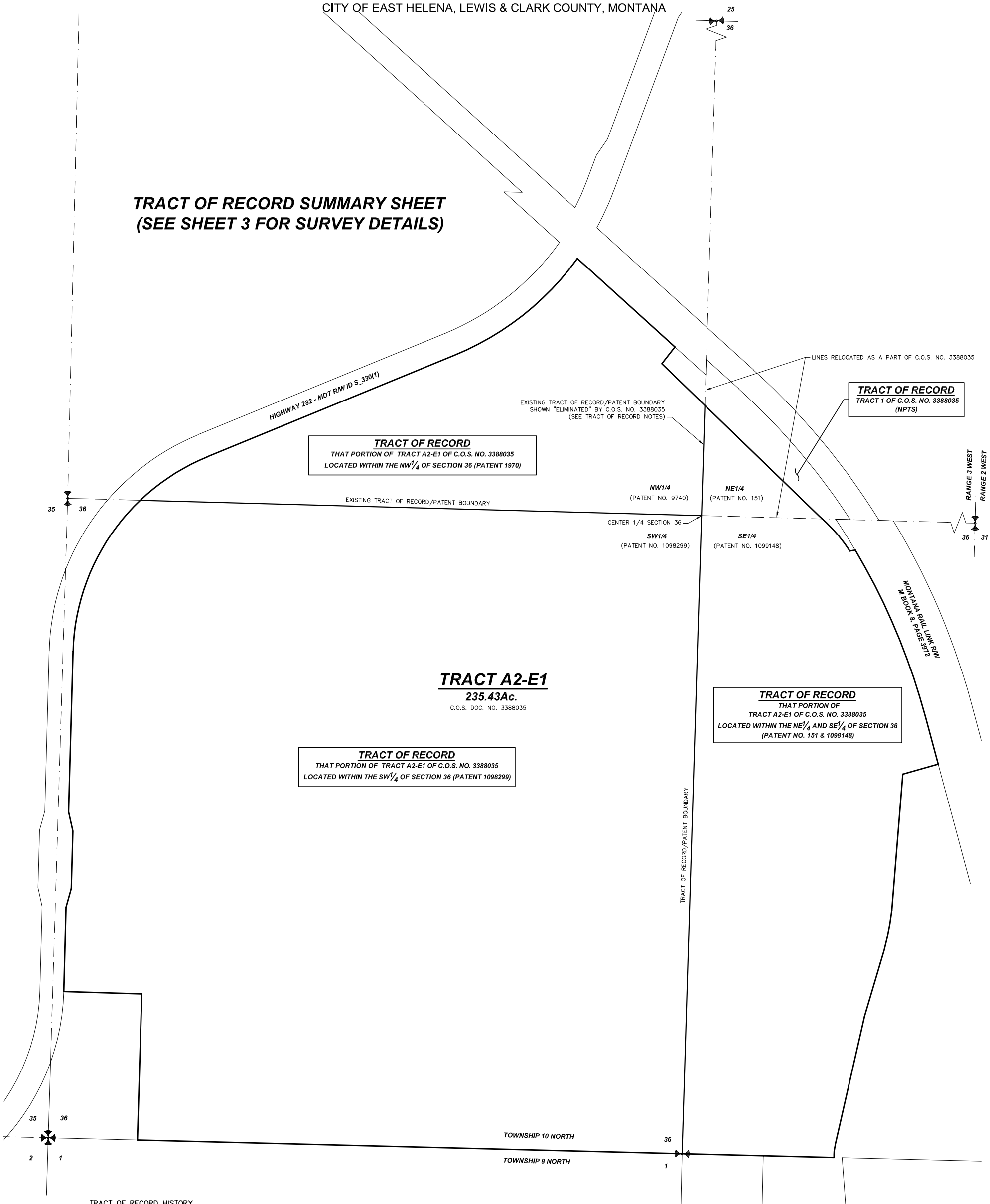
FIELD: JMB
DRAWN: RJS
CHECKED: MTN
DATE: 7/31/2025

SHEET

CERTIFICATE OF SURVEY

CREATING A UTILITY TRACT AND RELOCATING COMMON BOUNDARY LINES BETWEEN THOSE TRACTS OF RECORD UNDERLYING
TRACT A2-E1 OF CERTIFICATE OF SURVEY, DOCUMENT NO. 3388035
LOCATED WITHIN SECTION 36, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M.M.,
CITY OF EAST HELENA, LEWIS & CLARK COUNTY, MONTANA

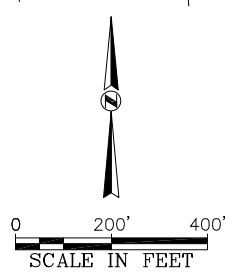
**TRACT OF RECORD SUMMARY SHEET
(SEE SHEET 3 FOR SURVEY DETAILS)**



TRACT OF RECORD HISTORY

- CERTIFICATE OF SURVEY NO. 3231631, FILED ON NOVEMBER 14, 2012, IS NOT THE ORIGINATING SURVEY FOR THE TRACTS OF RECORD SHOWN HEREON; HOWEVER, IT DEPICTS AN ACCURATE REPRESENTATION OF THE EXISTING TRACTS OF RECORD AND THE RAILROAD RIGHT-OF-WAY IN FEE TITLE OWNERSHIP. BASED ON PATENT NOS. 151, 9740, 1098299, AND 1099148, FOUR (4) TRACTS OF RECORD ARE CONFIRMED TO EXIST.
 - CERTIFICATE OF SURVEY NO. 3369917, FILED ON DECEMBER 29, 2020, WAS PREPARED FOR THE PURPOSE OF A BOUNDARY RELOCATION. NO AGGREGATION OF TRACTS IS NOTED OR IMPLIED WITHIN THE SURVEY OR ITS ASSOCIATED LANDOWNER CERTIFICATIONS. THIS C.O.S. DOES NOT ACKNOWLEDGE THE RAILROAD RIGHT-OF-WAY AS FEE TITLE OWNERSHIP, CONTRARY TO THE REPRESENTATION IN C.O.S. NO. 323631. NEVERTHELESS, NO AGGREGATION OF THE UNDERLYING PATENTS OR TRACTS OCCURRED AS PART OF THIS SURVEY. ACCORDINGLY, FOUR (4) TRACTS OF RECORD CONTINUED TO EXIST FOLLOWING ITS FILING.
 - CERTIFICATE OF SURVEY NO. 3388035, FILED ON OCTOBER 19, 2021, ALSO IDENTIFIES ITS PURPOSE AS A BOUNDARY RELOCATION. AS NOTED ABOVE, THERE WERE FOUR (4) EXISTING TRACTS OF RECORD PRIOR TO THIS SURVEY. NO LANGUAGE OR LANDOWNER ACKNOWLEDGMENT OF AGGREGATION IS INCLUDED. WHILE THIS C.O.S. LABELS CERTAIN BOUNDARIES AS "ELIMINATED", BOUNDARY RELOCATION SURVEYS DO NOT ELIMINATE BOUNDARIES—THEY REPOSITION THEM. SPECIFICALLY, THE NORTH-SOUTH MID-SECTION LINE FROM THE CENTER 1/4 CORNER TO THE SOUTHERLY BOUNDARY OF TRACT 1 IS SHOWN AS "ELIMINATED", WHEN IN FACT ONLY THE PORTION WITHIN TRACT 1 WAS SUBJECT TO RELOCATION. THIS MISREPRESENTATION GIVES THE ERRONEOUS IMPRESSION THAT ONLY THREE (3) TRACTS REMAIN DUE TO A TYPOGRAPHICAL ERROR.
- HOWEVER, BECAUSE THIS WAS A BOUNDARY RELOCATION AND NOT AN AGGREGATION SURVEY, FOUR (4) TRACTS OF RECORD MUST REMAIN. THIS IS FURTHER SUPPORTED BY ARM 24.183.1104(1)(e), WHICH STATES:

"IF MULTIPLE TRACTS OF RECORD CONTAINED WITHIN THE PARCELS PERIMETER BOUNDARY ON THE CERTIFICATE OF SURVEY ARE NOT INDIVIDUALLY SHOWN, THEN THE CERTIFICATE OF SURVEY DOES NOT EXPUNGE THE TRACTS OF RECORD UNLESS IT CONFORMS TO (1)(i)(iv) AND CONTAINS THE ACKNOWLEDGED CERTIFICATE OF PROPERTY OWNERS CITING THE APPLICABLE EXEMPTION IN ITS ENTIRETY."



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

BILLINGS Phone:(406)601-4055
BOZEMAN Phone:(406)522-9526

CODY Phone:(307)509-9541
3530 CENTENNIAL DR.
HELENA, MT 59601
Phone:(406)-442-8594

CERTIFICATE OF SURVEY							
1/4	SEC	T	R	1/4	SEC	T	R
	36	10N	3W				

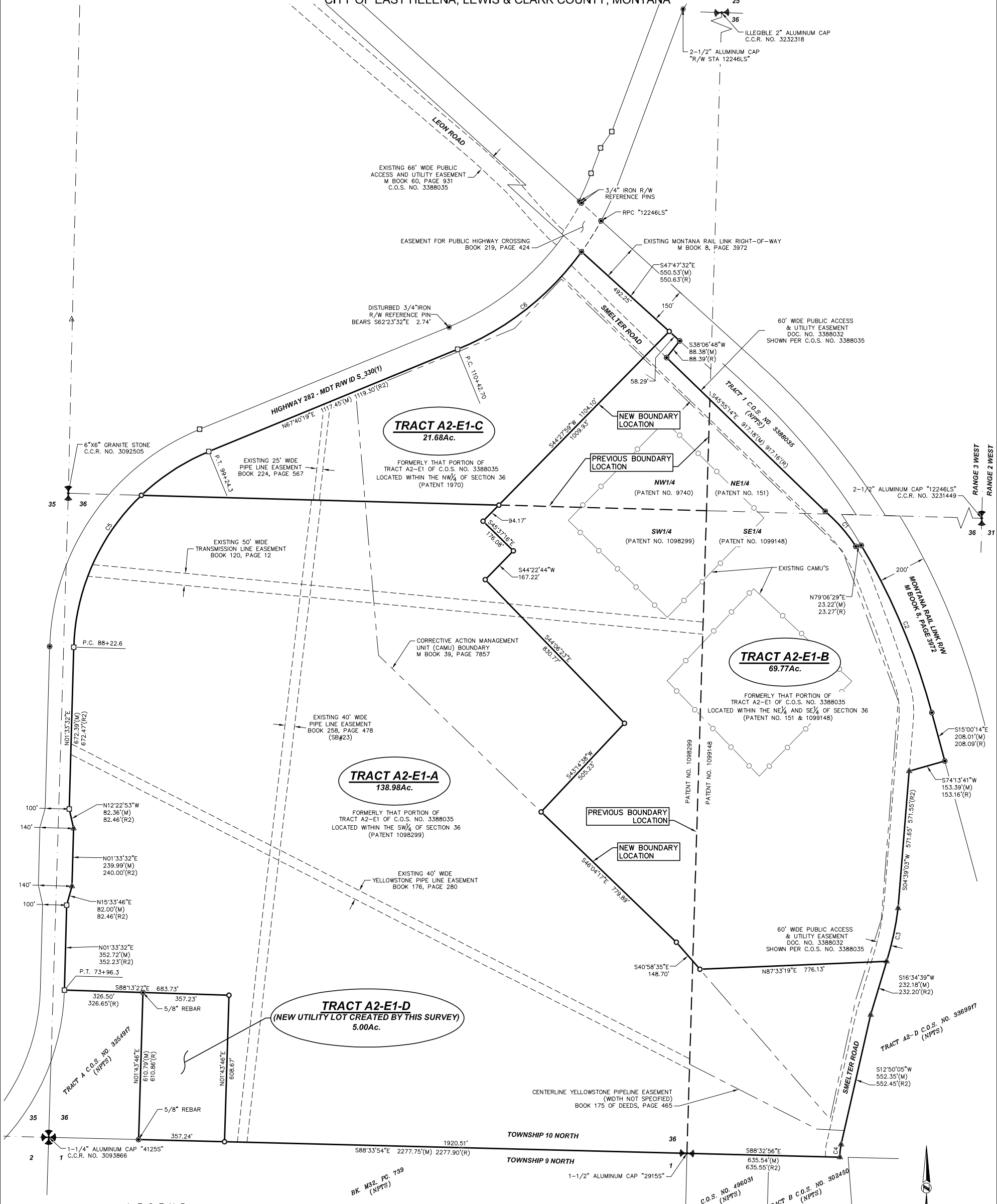
COUNTY: LEWIS & CLARK
PRINCIPAL MERIDIAN,
MONTANA

FIELD: JMB
DRAWN: RJS
CHECKED: MTN
DATE: 7/31/2025

SHEET
2 OF 3

CERTIFICATE OF SURVEY

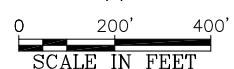
CREATING A UTILITY TRACT AND RELOCATING COMMON BOUNDARY LINES BETWEEN THOSE TRACTS OF RECORD UNDERLYING TRACT A2-E1 OF CERTIFICATE OF SURVEY, DOCUMENT NO. 3388035 LOCATED WITHIN SECTION 36, TOWNSHIP 10 NORTH, RANGE 3 WEST, P.M.M., CITY OF EAST HELENA, LEWIS & CLARK COUNTY, MONTANA



LEGEND

—	BOUNDARY THIS SURVEY	○	SET 1-1/2" AC "R. STAHLY 75890-LS"
- - -	PREVIOUS BOUNDARY LOCATION	⊕	FOUND PLSS MONUMENT AS NOTED
- - -	CORRECTIVE ACTION MANAGEMENT UNIT (CAMU) BOUNDARY	□	FOUND DISTURBED CONCRETE RIGHT-OF-WAY MARKER WITH 3/4" IRON REFERENCE PIN
- - -	EXISTING EASEMENT (AS NOTED)	100.00'(M)	MEASUREMENT THIS SURVEY
- - -	SECTION LINE	100.00'(R)	MEASUREMENT OF RECORD-COS NO. 3388035
●	FOUND YPC "12450LS" OR OTHERWISE NOTED	100.00'(R2)	MEASUREMENT OF RECORD-COS NO. 3369917
▲	FOUND 2-1/2" AC "12212LS"	100.00'(R3)	MEASUREMENT OF RECORD-COS NO. 302450
(NPTS)	NOT A PART OF THIS C.O.S.	100.00'(R4)	MEASUREMENT OF RECORD-COS NO. 496031
C.C.R.	CERTIFIED CORNER RECORDATION	CAMU	CORRECTIVE ACTION MANAGEMENT UNIT
C.O.S.	CERTIFICATE OF SURVEY		
YPC	YELLOW PLASTIC CAP		
RPC	RED PLASTIC CAP		

BASIS OF BEARING
MONTANA STATE PLANE 2500, NAD83(2011), INTERNATIONAL FEET CONVERTED TO GROUND UNITS AT:
NORTH LATITUDE- 46°34'56.29429"
WEST LONGITUDE- 111°56'08.24892"
ORTHOMETRIC HEIGHT- 3966.017'
CONVERGENCE ANGLE- -1'46"54.00998"



CURVE TABLE						
CURVE #	LENGTH (M)	LENGTH (R)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	193.74'	193.76'(R)	680.81'	016°18'17"	N41°00'36"W	193.09'
C2	756.21'	756.13'(R)	2764.93'	015°40'14"	S22°51'07"E	753.86'
C3	225.69'	225.61'(R2)	1176.48'	010°59'30"	S12°10'04"W	225.35'
C4	52.75'	52.87'(R2)	175.24'	017°14'52"	S05°24'51"W	52.55'
C5	1044.27'	1042.49'(R2)	905.00'	066°06'47"	N34°36'55"E	987.29'
C6	662.70'	662.70'(R)	1196.00'	031°44'50"	N51°47'54"E	654.25'



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CERTIFICATE OF SURVEY
COUNTY: LEWIS & CLARK
PRINCIPAL MERIDIAN, MONTANA
1/4 SEC T R 1/4 SEC T R
36 10N 3W

FIELD: JMB
DRAWN: RJS
CHECKED: MTN
DATE: 7/31/2025
SHEET 3 OF 3

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

ORIGINAL COUNCIL MEETING DATE: 10/07/2025

Agenda item:
City Attorney Elverum's Contract Agreement

From:
Elverum Law

Initiated by City: YES NO (check one)

Department:
Executive

Presented by:
Mayor Harris

Action requested:
Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachment: Updated contract

Attachments: YES NO (check one)

Date submitted:

RECOMMENDATIONS:

Approve for agenda:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Initial: _____
Referred to Dept. Head for resolution:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to _____:	<input type="checkbox"/> YES	<input type="checkbox"/> 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
ATTORNEY CONTRACT**

THIS CONTRACT, effective the 1st day of September, 2025, by and between the City of East Helena, a Municipal Corporation, 306 E. Main Street, East Helena, Montana 59635 hereinafter referred to as "City", and Peter K. Elverum, Attorney at Law, 2008 Highland Street, Helena, MT 59601, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City requires legal counsel to review, counsel, advise, defend, and represent the City on civil matters including, but not limited to zoning, planning, development, construction, municipal assessments, special improvement districts, annexation, disability claims, liability claims, election law; and

WHEREAS, the City requires legal counsel to prosecute criminal matters before the City Court of East Helena, the District Court of Lewis and Clark County, and the Montana Supreme Court; and

WHEREAS, the City desires a Contractor to represent it relative to these needs for a period of 2 (two) years; and

WHEREAS, the City Council is authorized specifically by statute to retain an attorney on terms mutually agreeable to the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. Representation: The Contractor shall assist the City and the City Council relative to civil matters in all courts of Montana, the United States and all administrative hearings and agencies. The Contractor is not expected to represent the City in defending any civil suits nor in liability and Worker's Compensation matters which are expected to be covered by existing insurance wherein the insurance contract provides its own defense counsel.

2. Consultation: The Contractor shall participate in meetings, research, conferences, opinions, and general consultation with the City.

3. Meetings: At the Mayor's request, the Contractor shall attend City Council meetings, special meetings other City Boards and Commissions.

4. Opinions: The Contractor shall render opinions to the City Mayor and City Council upon the specific request of those parties.

5. City Court: The Contractor will be responsible for representation of the City before the East Helena City Court or any appeals therefrom.

6. Conflicts: The Contractor shall not represent any individual in any adverse hearing or in any court appearance in which the City is an adverse party.

7. Notice of Claim: The Contractor shall immediately notify the City Mayor and subsequently the City of East Helena of any claim, demand, complaint, or cause of action filed, delivered, or served on the Contractor, and the Mayor of the City of East Helena shall immediately notify the Contractor to the same effect relative to anything filed, delivered, or served on the Mayor of the City of East Helena.

8. Compensation to Contractor: It is understood the Contractor shall be paid as follows:

a. Attorney Compensation. The City shall pay as compensation to Contractor the rate of \$6,800.00 per month for attorney services.

9. Routine Expenses: The parties acknowledge that the Contractor will incur out-of-pocket expenses which are specifically and directly attributable to City matters, such as malpractice insurance, licensing, legal resources, copies, postage, internet service and phone service, etc., which are reimbursed by a \$396.00 service fee each month.

10. Training Expenses: The City shall pay expenses related to out-of-pocket expenses incurred in connection with annual training seminars through MMIA and the Montana League of Cities and Towns. The contractor shall receive prior approval from the City in advance of such training.

11. Extraordinary Expenses: The parties acknowledge that the Contractor may also incur extraordinary out-of-pocket expenses, particularly in the area of training and litigation. The Contractor shall be entitled to reimbursement from the City for out-of-pocket expenses incurred in connection with such matters with prior approval by the City.

12. Independent Contractor: It is understood that the Contractor is an independent contractor and not an employee of the City.

13. Insurance: The Contractor agrees to carry for the duration of this agreement professional and/or malpractice insurance in the amount not less than \$500,000.00. The foregoing insurance policy shall contain sixty (60) day notice of cancellation providing that notice shall be given the City not less than sixty (60) days prior to any termination or material modification of coverage.

14. Substitute: The Contractor shall be responsible for having available at no cost to the City a substitute Contractor, acceptable to the City Council, to perform his duties in his absence.

15. Indemnification: The Contractor shall protect, appear, defend, save harmless and indemnify the City from and against all claims, suits, actions and costs arising from

negligent actions or omissions of those of Contractor's agents or employees in the performance of the contract.

16. Non-Discrimination in Employment and Client Services: During the performance of the contract, the Contractor agrees that no person shall, on grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with the Contractor. Neither shall the Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

17. Non-Discrimination in Provided Services: The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- a. Deny any individual services or benefits provided under the contract;
- b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the contract;
- c. Deny any individual an opportunity to participate in any program or services provided by the contract.

18. Term of Contract: The term of this contract shall be for 2 (two) years, from September 1st, 2025 through August 31st 2027. Upon the expiration of the initial term of this contract and thereafter, this contract shall be automatically extended for an additional consecutive two (2) year term, unless either party notifies the other party, in writing, and at least four (4) months before the expiration of the current term, that the party desires to terminate this contract. If such notice is given as provided above, then this contract shall terminate at the expiration of the current term, unless the parties agree to extend or modify this contract.

19. Suspension or Termination: If either party fails or neglects to fully comply with the provisions of the Contract, the other party may suspend or terminate the Contract pending corrective acts or investigation. Upon written notice thereof, the opposing party shall respond within 10 days. If after the 10 days the responding party has failed to answer or comply, the other party may suspend or terminate the contract upon 30 days written notice. Upon and until the time of termination, the Contractor shall proceed quickly and in a reasonable and efficient manner to complete all assignments given to it. The Contractor shall, in a professional manner, transfer all work in progress to the City or to any contractor designated in writing by the City upon termination.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

Peter K. Elverum,
Attorney at Law
2008 Highland Street
Helena, MT 59601

Kelly Harris - Mayor
City of East Helena Mayor
PO Box 1170
East Helena, MT 59635

By: _____
Peter K. Elverum

By: _____
Mayor

Attest:

By: _____
City Clerk

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

ORIGINAL COUNCIL MEETING DATE: 10/07/2025

Agenda item:
Selection of Garbage Truck Contract

From:
Public Works Director Ore

Initiated by City: YES NO (check one)

Department:
Public Works

Presented by:
Mayor Harris

Action requested:
Approve/Deny/Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

Attachment: Bid form and specifications

Attachments: YES NO (check one)

Date submitted:

RECOMMENDATIONS:

Approve for agenda:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Initial: _____
Referred to Dept. Head for resolution:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to _____:	<input type="checkbox"/> YES	<input type="checkbox"/> 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

Provide New Garbage Truck

East Helena, Montana

**Bid Form and Specifications
September 2025**

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TABLE OF CONTENTS

Contract Documents & Specifications

SECTION 1. BIDDING REQUIREMENTS AND INFORMATION

Invitation to Bid
Instructions to Bidders

SECTION 2. BIDDING DOCUMENTS

Bid Proposal
Bid Signature Form

SECTION 3. TECHNICAL SPECIFICATIONS

Invitation to Bid
Instructions to Bidders

SECTION 4. APPENDIX A

Notice of Award
Agreement
Notice to Proceed

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SECTION I

BIDDING REQUIREMENTS AND INFORMATION

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INVITATION TO BID

Sealed Bids will be received by the **City of East Helena** until **2:00 pm**, local time, **Tuesday, October 7, 2025**, for the supply of the specified **Garbage Truck**. All Bids received will be publicly read at the **East Helena City Hall at 306 East Main Street, East Helena, MT 59635** and results will be emailed to parties involved.

The proposed bid includes the following:

Supply of a new garbage truck for the City of East Helena.

For this, bids will only be received and accepted physically at the East Helena City Hall or by emailing Amy Thornngren (East Helena City Clerk) at cityclerk@easthelenamt.us. Bidder may view the contract documents at no cost. Project bid documents may be acquired via the City of East Helena.

The contract documents, including the Garbage Truck Specification, may be examined or obtained at the **East Helena City Hall at 306 East Main Street, East Helena, MT 59635**. Bidders may direct any necessary questions to Kevin Ore (Public Works Director, City of East Helena) at (406) 227-5321 for information.

Final delivery of the garbage truck is required to the City of East Helena by **January 15, 2026**. The City of East Helena shall be entitled to liquidated damages at a rate of **\$200 per calendar day** for each day that the garbage truck remains undelivered beyond the contract date specified.

No Bid may be withdrawn after the date for opening bids.

The **City of East Helena** reserves the right to reject all Bids, to waive informalities, and to reject nonconforming, irregular, non-responsive or conditional Bids.

City of East Helena

By: /s/ Kelly Harris
Mayor

Address: PO Box 1170
306 E Main Street
East Helena, MT 59635

First Publication (Helena Independent Record):
Second Publication (Helena Independent Record):
Bid Opening:

September 23, 2025
September 30, 2025
October 7, 2025 @ 2:00 pm

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INSTRUCTIONS TO BIDDERS

1. BIDS

- a. The Bid Form included within the Bidding Documents is for reference only. The **City of East Helena** will only accept bids delivered to the **East Helena City Hall at 306 East Main Street, East Helena, MT 59635** or **emailed to Amy Thorngren (City Clerk) at cityclerk@easthelenamt.us**. Project bid documents must be acquired from the City of East Helena. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection.
- b. A bid shall be submitted no later than the date and time prescribed and as indicated in the Invitation to Bid and shall be submitted to the City of East Helena. The bid shall include the name and address of the Bidder.
- c. Contract Documents may be viewed at the following locations:

**East Helena City Hall
306 East Main Street
East Helena, MT 59635
cityclerk@easthelenamt.us**

2. INTERPRETATIONS AND/OR ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to Kevin Ore (Public Works Director, City of East Helena) at (406) 227-5321. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed to all parties having inquired about the Bidding Documents. Questions received less than 5 business days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It shall be the responsibility of the Bidder to view such Addenda prior to submitting his bid.

3. EXAMINATION OF CONTRACT DOCUMENTS

- a. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) study and carefully correlate Bidder's observations with the Contract Documents, and (c) notify City of all conflicts, errors or discrepancies in the Contract Documents.
 1. In submitting a bid for this project, the Bidder thereby acknowledges that he is capable of supplying the specified equipment. The Bidder should thoroughly examine and familiarize himself with the contract documents and Technical Specification. Failure to do so will not relieve the successful Bidder of his obligations to carry out the provisions of this Contract.
 2. The submission of a Bid will constitute a representation of familiarization by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

- b. The submission of a Bid will constitute representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon furnishing the item required by the Contract Documents and convey understanding of all terms and conditions for performance and furnishing of the equipment.

4. TIME FOR RECEIVING BIDS

The City Clerk, whose duty it is to read the bids, will decide when the specified time has arrived. No bid received thereafter will be considered.

5. READING OF BIDS

At the time and place fixed for the opening of bids, the City will publicly read aloud every bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

6. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the scheduled closing time for the receipt of bids if through written confirmation or in person. No bids shall be withdrawn after the scheduled closing time for receipt of bids.

7. METHOD OF AWARD

- a. **If the Contract is to be awarded, the City will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is the lowest bid, price and other factors considered.**
- b. If such lowest bid exceeds the budget, the City may reject all bids.
- c. The City reserves the right to reject any or all bids or to waive any irregularity or informality in any bid received. The City reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- d. The City shall award such contract to the lowest “responsible” bidder. The term “responsible” includes, but is not limited to:
 1. Having adequate financial resources to perform the contract or the ability to obtain them;
 2. Being able to comply with the required delivery, duration, and performance schedule;
 3. Having a satisfactory record of integrity and business ethics;
 4. Having the necessary production and technical equipment.
- e. All contracts will be awarded in conformance with the laws of the State of Montana. The City, in awarding public contracts for construction, repair, and public works of all kinds, shall award such contract to the lowest responsible Bidder without regard to residency. However, a resident bidder must be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The

preference given to resident bidders of this state must be equal to the preference given in the other state or country.

- f. The City may make such investigations as it deems necessary to determine the ability of the Bidder to supply the equipment, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified and responsible to carry out the obligations of the Agreement and to supply the equipment contemplated therein.

8. EXECUTION OF AGREEMENT

- a. Subsequent to the award and within 10 days after the date of the Notice of Award, the successful Bidder shall execute and deliver to the City the standard Agreement form as issued by the City. This document shall be used as the contracting instrument.
- b. The Agreement form shall be signed in longhand by the proper representatives of the bidding firm as follows:
 1. The principal of the single-owner firm.
 2. A principal of the partnership firm.
 3. An officer of the incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing the agent to sign.
 4. Other persons signing for a single-owner firm or a partnership shall attach a Power of Attorney evidencing his authority to sign for that firm.
- c. The City within 30 days of receipt of acceptable Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

9. CONTRACT TIME

The Contract Time will be as set forth in the Invitation to Bid, Equipment included to be provided as described in this document must be provided by **January 15, 2026**.

10. LIQUIDATED DAMAGES

Liquidated damages will be as set forth in the Invitation to Bid, **\$200 per calendar day**.

11. NOTICE OF BILLING AND PAYMENT CYCLE

20% of the sum of the sum will be paid when the Agreement is executed. The remaining 80% will be paid at the time of final delivery of the equipment.

Notice of Approval of Payment Request Provision

This contract allows the City to approve Bidder's payment request within thirty (30) calendar days after it is received by the City.

SECTION II

BIDDING DOCUMENTS

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BID PROPOSAL

THE BELOW TABLE SHOWS THE QUANTITY OF EQUIPMENT SUPPLIED.

BID PROPOSAL CITY OF EAST HELENA GARBAGE TRUCK - 2025 BID				
Item No.	Estimated Quantity	Unit	Description (INCLUDE MODEL AND BUILD INCLUDED IN THIS BID BELOW)	Total Price
1.1	1	EA	GARBAGE TRUCK	\$ _____

				(Total Price Written in Words)
			MODEL:	_____
				(Manufacturer Written in Words)
			BUILD:	_____
				(Model / Build Written in Words)

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BID PROPOSAL SIGNATURE FORM

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

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SECTION III

TECHNICAL SPECIFICATIONS

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REFUSE TRUCK TECHNICAL SPECIFICATION

PART 1: GENERAL

1.1 DESCRIPTION

- A. Provide one new 2025 Model Year M2 106 Plus Conventional Chassis refuse truck with all equipment, accessories, and appurtenances as specified herein, or approved equal. Vehicle shall be suitable for refuse service, side load or rear packer body, unloading in landfill conditions.
- B. The vehicle shall be manufactured by a company regularly engaged in the production of heavy-duty refuse truck chassis. All equipment shall be new, unused, and the manufacturer's latest proven design.
- C. The truck shall be designed to operate 100% on paved roads with maximum 8% expected grade and shall meet EPA Emissions Certification for registration outside CARB states.

1.2 SUBMITTALS

- A. Submit product data, shop drawings, and manufacturer's certifications in accordance with Supplementary Conditions.
 - a. Product data on engine, transmission, axles, suspension, brakes, and chassis equipment.
 - b. Electrical diagrams including control logic and interconnection diagrams.
 - c. Manufacturer's certificate of proper installation and functional test certification.
 - d. Operation and Maintenance Manuals (3 copies minimum).

PART 2: MATERIALS

2.1 VEHICLE CONFIGURATION

- A. Chassis shall be Freightliner M2 106 Plus (or approved equal), set-back axle, straight truck provision, left-hand primary steering with provision for right-hand sit-down secondary steering.
- B. Bright work package to include chromed air intake, grille, headlight bezel, and polished air horn.

2.2 ENGINE

- A. Engine shall be Cummins L9 (or approved equal), 350 HP at 2200 RPM, 1050 lb-ft torque at 1200 RPM, refuse duty rating.
- B. Equipped with Cummins turbocharged air compressor, integral engine brake, and aftertreatment system.

- C. 13-gallon DEF tank with polished aluminum cover.
- D. Cooling system with 1100 square inch aluminum radiator, block heater, and winterization provisions.

2.3 TRANSMISSION

- A. Allison 3000 RDS automatic transmission with PTO provision, or approved equal.
- B. Equipped with vocational package, prognostics enabled, water-to-oil transmission cooler, and push-button shift control.

2.4 AXLES

- A. Front Axle: Detroit DA-F-18.0-5, 18,000 lb capacity.
- B. Rear Axle: RS-30-185, 30,000 lb capacity, 5.63 ratio, driver-controlled differential lock.
- C. Equipped with Meritor brakes, automatic slack adjusters, and dust shields.

2.5 SUSPENSION

- A. Front suspension: 20,000 lb taper leaf with shock absorbers.
- B. Rear suspension: 30,000 lb flat leaf with radius rods.

2.6 BRAKE SYSTEM

- A. Air brake package with WABCO 4S/4M ABS.
- B. BW AD-9SI air dryer with heater.
- C. Steel reservoirs with pull cables.

2.7 FRAME AND WHEELBASE

- A. Wheelbase: 234 inches.
- B. Frame: 11/32 x 3-1/2 x 10-15/16 inch steel frame, 120KSI, with 1/4 inch inner reinforcement.
- C. Rear frame overhang: 96 inches.

2.8 FUEL SYSTEM

- A. Fuel tank: 80-gallon rectangular aluminum, LH mounted.
- B. Equiflo inboard fuel system with fuel/water separator and hand primer.

2.9 TIRES AND WHEELS

- A. Front Tires: Michelin X Line Energy Z 315/80R22.5, 20 ply.
- B. Rear Tires: Michelin X Works XDY 315/80R22.5, 20 ply.
- C. Wheels: Alcoa Ultra One 22.5 x 9.00 aluminum, polished outside surfaces.

2.10 CAB

- A. Cab shall be 106-inch BBC flat roof aluminum conventional cab.
- B. Exterior: dual air horns, LED headlights, heated mirrors, tinted glass, composite sun visor.
- C. Interior: Professional trim package, cloth seating with air suspension driver and passenger seats, HVAC system, premium insulation, and LED lighting.

2.11 ELECTRICAL SYSTEM

- A. 12V negative ground system with two flooded starting batteries, minimum 2000 CCA.
- B. 160-amp alternator with remote battery sense.
- C. Multiplexed wiring system with programmable switches, premium instrument cluster with 5-inch TFT display.

PART 3: EXECUTION

3.1 INSTALLATION

- A. Vehicle shall be assembled, tested, and delivered ready for refuse body installation.
- B. Manufacturer shall perform alignment, calibration, and initial operational testing prior to delivery.

3.2 FIELD QUALITY CONTROL

- A. Prior to acceptance, vehicle shall undergo functional test to ensure proper operation of engine, transmission, brakes, electrical, and suspension systems.

3.3 START-UP

- B. Manufacturer's representative shall provide startup assistance and operator training for Owner's personnel.
- C. Provide extended warranty coverage including 1-year unlimited miles towing coverage.

3.4 VEHICLE SUMMARY

Weight Summary

	Front	Rear	Total
Factory Weight	7,858 lbs	5,241 lbs	13,099 lbs

B. Dimensions Summary

Model	M2 106 Plus Conventional
Wheelbase	234 inches
Rear Frame Overhang	96 inches
Cab Size	106-inch BBC Flat Roof Aluminum Conventional Cab
Sleeper	None
Exhaust System	RH outboard under-step aftertreatment with vertical tailpipe

C. Operating Range Summary

Desired Cruise Speed	65 mph
Engine	Cummins L9, 350 HP @ 2200 RPM, 1050 lb-ft @ 1200 RPM
Transmission	Allison 3000 RDS Automatic with PTO provision
Rear Axle	RS-30-185, 30,000 lb, 5.63 ratio
Rear Tires	Michelin X Works XDY 315/80R22.5, 20 ply
Revolutions per Mile	486

D. Extended Warranty Summary

Coverage	Towing
Details	1 year / unlimited miles, \$1200 cap applies

END OF SECTION

APPENDIX A

MISCELLANEOUS FORMS

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NOTICE OF AWARD

TO: _____ **DATE:** _____

PROJECT: _____

PROJECT NO: _____

PROJECT DESCRIPTION:

The City has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid dated _____ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for:

In the amount of \$

You are required by the Instructions to Bidders to execute the Agreement.
If you fail to execute said Agreement within 10 days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.
You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

OWNER: _____

BY: _____
SIGNATURE

PRINT OR TYPE NAME TITLE

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged
this _____ day of _____, _____.

SUPPLIER: _____

BY: _____
SIGNATURE

PRINT OR TYPE NAME TITLE



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AGREEMENT
FORM OF AGREEMENT BETWEEN OWNER AND BIDDER

THIS AGREEMENT is dated as of the _____ day of _____, in the year _____, by and between _____, (hereinafter called Owner) and, _____ (hereinafter called Supplier).

Owner and Supplier, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SUPPLY OF EQUIPMENT

Supplier shall supply equipment as specified or indicated in the Contract Documents. The equipment supplied is generally described as follows:

ARTICLE 2. TIME OF COMPLETION

The equipment to be supplied under this Contract shall be commenced on or before date set forth by the Owner in a written "Notice to Proceed" and shall be delivered by January 15, 2026.

Liquidated damages are as stipulated in Article 5.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Supplier for performance of the Contract, subject to additions and deductions caused by quantity variations on unit price work, the amount of \$ _____.

ARTICLE 4. PAYMENTS

The Owner shall make payments on account of the Contract as follows: 20% of the value on the executed contract date and the final 80% on the equipment delivery date.

ARTICLE 5. LIQUIDATED DAMAGES

The supplier agrees to pay liquidated damages for each consecutive calendar day equipment delivery continues past the contract time, until such final delivery is made. Liquidated damages for this contract will be \$200 per calendar day.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Bid Documents, together with this Agreement, form the Contract; and they are as totally a part of the Contract as if hereto attached or herein repeated.

AGREEMENT

IN WITNESS WHEREOF, Owner and Supplier have signed this Agreement in triplicate. One counterpart each has been delivered to Owner and Supplier. All portions of the Contract Documents have been signed or identified by Owner and Supplier on their behalf.

This Agreement will be effective on the first date written above.

OWNER: _____ **SUPPLIER:** _____

BY: _____
SIGNATURE DATE

BY: _____
SIGNATURE DATE

PRINT OR TYPE NAME

PRINT OR TYPE NAME

TITLE

TITLE

(SEAL)

(SEAL)

ATTEST: _____
SIGNATURE DATE

ATTEST: _____
SIGNATURE DATE

PRINT OR TYPE NAME

PRINT OR TYPE NAME

TITLE

TITLE

ADDRESS FOR GIVING NOTICES

ADDRESS FOR GIVING NOTICES

NOTICE TO PROCEED

TO: _____ **DATE:** _____

PROJECT: _____

In accordance with the Agreement dated _____, _____, you are hereby notified to supply equipment no later than _____, _____

OWNER: _____

BY: _____
SIGNATURE DATE

PRINT OR TYPE NAME TITLE

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged

this _____ day of _____, _____.

SUPPLIER: _____

BY: _____
SIGNATURE DATE

PRINT OR TYPE NAME TITLE



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

ORIGINAL COUNCIL MEETING DATE: 10/07/2025

Agenda item:
West Riggs Street Overlay Project

From:
Public Works Director Ore

Initiated by City: YES NO (check one)

Department:
Roads and Streets

Presented by:
Public Works Director Ore

Action requested:
Approve / Deny / Table

PLEASE PROVIDE A NARRATIVE BACKGROUND OF THE PROPOSED AGENDA ITEM:

City Staff recommendation to award Helena Sand and Gravel bid to overlay 300 and 400 block of West Riggs Street. See attached bid pricing and map.

Attachments: YES NO (check one)

Date submitted:
September 22, 2025

RECOMMENDATIONS:			Initial:
Approve for agenda:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to Dept. Head for resolution:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____
Referred to _____:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	_____

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

Montana Materials & Construction

W Riggs St 300 & 400 Block

Wylie Drive to 2nd St

Wylie Drive to 3rd St: 1395 SY (372', Width Varies 32'-35')

3rd St to 2nd St: 1485 SY (420', Width Varies 30'-33')



Helena Sand & Gravel, Inc.

P.O. Box 5960
2209 Airport Road
Helena, MT 59604

Phone: (406) 442-1185
Fax: (406) 442-1105

A CRH Company

To: City Of East Helena	Contact:
Address: 306 East Main Street East Helena, MT	Phone:
Project Name: 25 - East Helena Street W Riggs St Overlay	Fax:
Project Location:	Bid Number:
	Bid Date: 9/12/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid: Lewis St & Dudley St						
	101	Mobilization	1.00	LS	\$1,600.00	\$1,600.00
	102	2.5" Asphalt Overlay - 1" Leveling And 1.5" Top Course MPW PG 58-28. Includes Milling Tie-ins, Edge Milling For Driveways As Required.	2,880.00	SY	\$15.50	\$44,640.00
	103	Gravel Shouldering - 3/4" MPW Roadmix	1,460.00	LF	\$2.00	\$2,920.00
Total Price for above Base Bid: Lewis St & Dudley St Items:						\$49,160.00

Total Bid Price: \$49,160.00

Notes:

- Items may not be broken out with out prior consent
- This Quote must be included within the subcontract.
- This quote must be signed and returned Prior to any work commencing.
- Prices are valid for a period of 10 days from the date of this letter. If Signed and Confirmed within 10 Days, the price will remain valid until the work can be schedule and complete the work.
- Owner to provide clear access & working room for crews to perform the work.
- Owner to provide all Quality Control Testing, engineering, design, & surveying to accomplish this work.
- Bid includes only the items as specified and described above.
- Additional work and work in excess of that specified and described above will be handled as a Change Order.
- Additional work MUST BE APPROVED by owner and contractor prior to construction.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.
- A minimum 2% slope on the Asphalt is required to ensure proper run-off of water. If the design calls for less than a 2% slope, some areas may result in the retention and/or ponding of water on the finished asphalt surface.
- Not responsible for any hazardous materials encountered on this project site.
- Weather Limitations: To place asphalt the air temperature needs to be 40-degrees F and rising. No asphalt shall be placed when the surface temperature is less than 35-degrees F. The gravel surface shall not be wet nor covered with snow.
- Not responsible for any damage to existing structures caused by vibratory compaction.
- **THE FOLLOWING ITEMS ARE EXCLUDED FROM ALL PRICES:**
 - All Electrical, Telephone, and Gas Services
 - All Existing Utility Removals And/Or Relocation (If Necessary)
 - All Development And Permitting Fees
 - All Materials And Density Testing

Payment Terms:

Owner agrees to pay Helena Sand & Gravel, Inc. invoices within 30 days of billing, with a finance charge of 1.5 % per month on all overdue invoices.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Helena Sand & Gravel, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Solomon Redfern 406-459-2003 solomon.redfern@helenasg.com</p>
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